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

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.

2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.

3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.

4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.

5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY

SUPREME COURT DECISIONS.

6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

<u>AGENDA</u> <u>Board of County Commissioners</u> <u>Regular Meeting – July 12, 2012 – 5:30 p.m.</u> <u>Governmental Complex – First Floor</u>

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?

<u>Recommendation</u>: That the Board adopt the agenda as prepared (or duly amended).

5. Commissioners' Forum.

6. Proclamations.

<u>Recommendation:</u> That the Board ratify the following five Proclamations:

A. The Proclamation dated June 27, 2012, recognizing and expressing sincere gratitude to Ms. Susan Nelms for her continued support of "Homeless Veteran Stand Downs" and for her leadership, dedication, and service to the community;

B. The Proclamation dated June 29, 2012, urging citizens of Escambia County to join with Florida Family Action in declaring Escambia County a place committed to the propagation of traditional family values that promotes virtues and values that give children and their families a first class quality of life.;

C. The Proclamation dated July, 2, 2012, extending sincere gratitude and appreciation to Congressman Jeff Miller for all of his assistance with the RESTORE Act and his service to citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County;

D. The Proclamation dated July, 2, 2012, extending sincere gratitude and appreciation to Senator Bill Nelson for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County; and

E. The Proclamation dated July, 3, 2012, extending sincere gratitude and appreciation to Congressman Steve Southerland for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County.

7. Retirement Proclamations.

<u>Recommendation</u>: That the Board adopt the following four Retirement Proclamations:

A. The Proclamation commending and congratulating Michael P. Cunningham, Systems Analyst, Information Technology Department, on his retirement after 34 years of service;

B. The Proclamation commending and congratulating Larry A. Daniel, Human Resources Associate II, Human Resources Department, on his retirement after 14 years of service;

C. The Proclamation commending and congratulating Brenda J. Spencer, Program Coordinator, County Attorney's Office, on her retirement after 24 years of service; and

D. The Proclamation commending and congratulating Eric G. Williamson, Corrections Lieutenant, Corrections Department, on his retirement after 31 years of service.

8. Written Communication:

A. May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Dick Baker against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

B. May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 1138 Webster Drive and 2917 North Miller Street.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Dick Baker against properties located at 1138 Webster Drive and 2917 North Miller Street.

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.

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Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

1138 Webster Drive and 2917 North Miller Street have open and active orders. Violations need to be abated. Daily fines accruing on each property at \$100.00 per day.

C. May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Dick Baker against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

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.

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Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

D. June 13, 2012 - Communication from David L. Boswell requesting a reduction to the amount of \$1,779.44, as payment in full, or forgiveness of the payoff amount, of the Rental Rehabilitation Mortgage held by the County, for the property located at 3004 Tarragona Street.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance to repeal Ordinance Number 2010-24, granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County EDATEs.

<u>Recommendation</u>: That the Board adopt an Ordinance to repeal Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATEs).

11. 5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit.

<u>Recommendation</u>: That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

[Funding: Fund 401, Solid Waste, Account Number 343402]

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. <u>Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department</u>

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

A. Payroll Expenditures for Pay Date July 6, 2012, in the amount of \$2,141,251.09;

B. The following two Disbursement of Funds:

(1) June 21, 2012, to June 27, 2012, in the amount of \$1,442,590.59; and

(2) June 28, 2012, to July 4, 2012, in the amount of \$13,254,089.42; and

C. Tourist Development Tax Collections Data for the May 2012 returns received in the month of June 2012; this is the ninth month of collection in Fiscal Year 2012; total collected for the May 2012 returns was \$722,731, which is a 6.28% increase over the May 2011 returns; overall collections of \$4,039,592 for the nine (9) months of returns in Fiscal Year 2012 are 9.12% higher than this same period last Fiscal Year; with nine (9) months, being 75% of the Fiscal Year, collections for the Fiscal Year to date are currently on target, having reached 74.34% of the total budgeted amount of \$5,433,750.

2. <u>Recommendation Concerning Write-off of Accounts Receivable</u>

That the Board adopt the Resolution authorizing the write-off of \$864.54 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

3. <u>Recommendation Concerning Disposition of Property</u>

That the Board approve the disposition of assets associated with the Pensacola Developmental Center Capital Lease Agreement with Pensacola Care, Inc. (PCI), signed June 28, 2012, whereby the Board has provided for PCI to acquire the real property located at 1 Villa Drive, Pensacola, Florida 32506 and the five detached buildings located on the land; this property is currently being utilized by PCI as an Intermediate Care Facility for the Developmentally Disabled.

4. <u>Recommendation Concerning Acceptance of Documents Provided to the Clerk</u> to the Board's Office

That the Board accept, for filing with the Board's Minutes, the *Request for Disposition of Property* Form for Escambia County Area Transit (ECAT), for ECAT Bus No. 0741, Property Number 56000, as approved by the Board on April 22, 2010, and executed by the Chairman on June 25, 2012.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 28, 2012; and

B. Approve the Minutes of the Regular Board Meeting held June 28, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. <u>5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance</u> <u>Article 3, Definitions - Criteria for Local Roadways</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), amending Article 3, Definitions, to define street collector and to add criteria for local roadways.

2. <u>5:46 p.m. A Public Hearing Concerning the Review of an LDC Ordinance Article</u> <u>13, "Floodplain Management on Pensacola Beach"</u>

That the Board of County Commissioners review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), amending Article 13, "Floodplain Management on Pensacola Beach," concerning the standards for Flood Hazard reduction, prepared by the Santa Rosa Island Authority.

3. <u>5:47 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance</u> <u>Placing a Moratorium on Rezoning Applications in Specified Areas Adjacent to</u> <u>Local Military Airfields</u>

That the Board review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), placing a moratorium on rezoning applications in specified areas adjacent to local military airfields.

II. Consent Agenda

1. <u>Recommendation Concerning the Scheduling of Public Hearings</u>

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

Thursday, August 9, 2012

A. 5:45 p.m. A Public Hearing to amend the official zoning map to include the following Rezoning Cases to be heard by the Planning Board on July 9, 2012:

1. Case No.: Address: Property Reference No.: Property Size:	Z-2012-13 4020 Rockey Branch Rd 24-2N-31-1302-000-000 20.24 (+/-) acres
Property Size: From:	P, Public
To:	VAG-1, Villages Agriculture District
FLU Category:	REC, Recreation
Commissioner District:	5
Requested by:	Escambia County
2. Case No.:	Z-2012-14
Address:	Black Rd
Property Reference No.:	43-4N-31-1005-001-002;43-4N-31-1005-002-002 43-4N-31-1005-000-001
Property Size:	14.83 (+/-) acres
From:	VAG-1, Villages Agriculture District
To:	VR-1, Villages Rural Residential District
FLU Category:	RC, Rural Community
Commissioner District:	5
Requested by:	Jim Cowling, Owner Cassie Brown,Owner, Tara Webb, Owner
3. Case No.:	Z-2012-15
Address:	100 Block E Quintette Rd.
Property Reference No.:	26-2N-31-4230-000-000; 26-2N-31-4230-000-001
Property Size:	95.0 (+/-) acres combined
From:	VAG-1, Villages Agriculture District

B. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13, Piers, Basins and Marinas on Pensacola Beach.

I. Technical/Public Service Consent Agenda

1. <u>Recommendation Concerning the Request for Disposition of Property for</u> <u>the Parks and Recreation Department - Michael Rhodes, Parks and Recreation</u> <u>Department Director</u>

That the Board approve the Request for Disposition of Property Form for the Parks and Recreation Department for property which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be properly disposed.

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

That the Board approve the disposition of the following items for the Office of Management and Budget 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 (Canon GP 200), Property Number 046836; Antenna w/45FT Ring (Monterey 100C), Property Number 048836; one Copier (Sharp AR287), Property Number 49933; and one Polycom Viewstation (PVS-1419-SP), Property Number 052026.

3. <u>Recommendation Concerning a Request for Disposition of Property for the</u> <u>Public Works Department - Joy D. Blackmon, P.E., Public Works Department</u> <u>Director</u>

That the Board approve the five Request for Disposition of Property Forms indicating twelve items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

4. <u>Recommendation Concerning a Public Hearing Request for the Sunset Oaks</u> <u>Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:34 p.m., to consider adoption of an Ordinance creating the Sunset Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

5. <u>Recommendation Concerning a Public Hearing to Adopt a Rate Resolution for</u> <u>the Santa Rosa Island Fire Municipal Services Benefit Unit - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:33 p.m., to adopt a rate Resolution for the Santa Rosa Island Fire Municipal Services Benefit Unit (MSBU).

6. <u>Recommendation Concerning a Public Hearing to Adopt a Rate Resolution for</u> <u>the Santa Rosa Island Municipal Services Benefit Unit - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:32 p.m., to adopt a rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU).

II. Budget/Finance Consent Agenda

1. <u>Recommendation Concerning Budget Amendment #187 - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board approve Budget Amendment #187, Court Administration, Article-V Fund (115) in the amount of \$8,103, to cover an increase in personnel funding for a new Administrative Assistant position using the Court's Local Options funds, to support the cost of the position and the elimination of a funded Student position in the current Fiscal Year 2011-12.

2. <u>Recommendation Concerning Budget Amendment #190 - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board approve Budget Amendment #190, Mosquito and Arthropod Control Fund (106) in the amount of \$18,192, to appropriate additional personnel funds due to extra spraying around Escambia County and Pensacola Beach, as a result of the June 2012 flood event.

3. <u>Recommendation Concerning Supplemental Budget Amendment #191 -</u> <u>Supplemental Nutrition Assistance Program - Amy Lovoy, Management and</u> <u>Budget Services Department Director</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$49,493, to recognize proceeds from an Agreement between Workforce Escarosa, Inc., and Escambia County Board of County Commissioners, and to appropriate these funds for the Supplemental Nutrition Assistance Program (SNAP).

4. <u>Recommendation Concerning Supplemental Budget Amendment #193 - Amy</u> Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #193, Other Grants & Projects Fund (110) in the amount of \$32,145, to recognize the State Aid to Libraries Grant funds from the State of Florida, and to appropriate these funds for the local Library System.

5. <u>Recommendation Concerning Real Estate Brokerage Services - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board award Contract PD 11-12.019, for Real Estate Brokerage Services to Sell Florida Homes, Inc., with the commission for all properties at 3% of the purchase price or a \$500 minimum flat fee, whichever is greater, payable at closing per the terms and conditions of the Brokerage Services Agreement and authorize the Chairman to sign all related documents.

[Funding: Fund 151, LOST, Brownsville CRA Cost Centers 20102 and 220515, Project #08NE0058, Object Code 52101]

6. <u>Recommendation Concerning the Purchase of Vehicles for the Facilities</u> <u>Management Branch - Amy Lovoy, Management and Budget Services</u> <u>Department Director</u>

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for three 2012 Ford F-250 pickup trucks and one 2012 Ford F-350 pickup truck, for the Facilities Management Branch, in accordance with the specifications of PD 11-12.040, to Hub City Ford Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$125,398.20

[Funding: Fund 001, General Fund, Cost Center 210406, Object Code 56401]

7. <u>Recommendation Concerning the Uniform Rental Service Contract - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board award the Uniform Rental Service Contract, PD 11-12.028, to Unifirst Corporation, for a period of 36 months, with the effective date of July 12, 2012, and extending through to August 1, 2015, with an option to extend for 2, 12-month periods, as required by the Facilities Management Branch and other Divisions/Departments, for an annual amount of \$64,000, and authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401]

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 8.
 Recommendation Concerning Jernigan Road Safety Upgrades – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.033, "Jernigan Road Safety Upgrades", to Roads, Inc., of NWF, for a total amount of \$1,026,026.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0045]

 Recommendation Concerning the Change Order #1 to StopLoss Specialists, LLC, for Emergency Repairs to Various Buildings as a Result of the June 9, 2012, Flooding - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of \$112,661, to complete the work of cleanup and repairs to buildings, as a result of the damage from the flooding of June 9, 2012.

Department: Division:	Public Works Facilities Management
Туре:	Addition
Amount:	\$112,661.00
Vendor:	StopLoss Specialists, LLC
Project Name:	Emergency Repairs - June 9, 2012
Flooding	
Contract:	N/A
PO:	121374
Change Order No.:	121374-1
Original Award Amount:	\$418,653
Cumulative Amount of Change Orders through this CO: <u>\$112,661</u>	
New P.O. Total:	\$531,314

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various]

10. <u>Recommendation Concerning the Beach Haven Northeast Drainage & Sanitary</u> <u>Sewer Project - Amy Lovoy, Management and Budget Services Department</u> <u>Director</u>

That the Board take the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project:

A. Award a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of \$999,430;

B. Approve, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project, between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

C. Authorize the Chairman to sign the Agreement, and any subsequent related documents, subject to Legal review and sign-off.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project No. 08EN0272]

11. <u>Recommendation Concerning Authorization to Submit the 2014 Fiscal Year</u> <u>Rollover Attestation Grant Application for the Restoration of the Escambia</u> <u>County Old Courthouse Phase IV - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board take the following action regarding the submission of the 2014 Fiscal Year Rollover Attestation and Application for the 2013 Recommended Special Category Projects for the Restoration of Escambia County Old Courthouse Phase IV:

A. Approve the submission of the 2014 Fiscal Year Rollover Attestation and Application to the Florida Department of State;

B. Adopt and authorize the Chairman to sign the Resolution authorizing or affirming:

1. The submission of the 2014 Fiscal Year Rollover Attestation and Application for the Recommended 2013 Special Category Grant Application to the Florida Department of State; and

2. The availability of \$350,000 as local matching funds for the Historical Resources Grants-In-Aid Grant, should the Grant be awarded; and

C. Authorize the County Administrator to sign all documents required to receive and implement the Grant.

Meeting in regular session on May 24, 2007, the Board approved the submission of a Historical Grant Application for the Restoration of Escambia County Old Courthouse Phase IV, for the State's Fiscal Year 2008-2009 submission period. Due to the State not allocating Grant funds, Rollover Applications were subsequently submitted. The Florida Department of State informed the County that no funding was provided for Fiscal Year 2010-2011, and required the County to submit a new Application. On August 19, 2010, the Board approved submitting the new Application to the Florida Department of State for Fiscal Year 2011-2012. On August 4, 2011, the Board authorized a rollover application for the 2012 Special Category Grant. Since no funding was approved by the State for Fiscal Year 2012-2013, the State will allow a rollover of our Grant Application to Fiscal Year 2013-2014, if we submit the Attestation and Application. As in previous years, it is unlikely that funding will be made available, but when the funds do become available the County would like to take advantage of the Grant.

[A dollar-for-dollar local match of \$350,000 will be required if the Grant is awarded. This is required to be allocated and obligated, if awarded.]

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 12. Recommendation Concerning Issuance of a Task Order to Jehle-Halstead, Inc., for the Jernigan Road Safety Upgrades Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance and authorize the County Administrator to execute a Task Order to Jehle-Halstead, Inc., for the Jernigan Road Safety Upgrades Project, for an amount not to exceed \$87,640, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

Due to reduced staff levels in the areas of engineering, inspection, and project management, this Task Order is necessary for the suitable completion of the above-mentioned project. Under this Task Order, the consultants will provide construction, engineering, inspection, and project management services for the Jernigan Road Safety Upgrades Project.

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

13. <u>Recommendation Concerning Issuance of a Task Order to David W. Fitzpatrick,</u> <u>P.E., P.A., for the Chemstrand Road Sidewalks Project - Joy D. Blackmon,</u> <u>P.E., Public Works Department Director</u>

That the Board approve the issuance and authorize the County Administrator to execute the Task Order to David W. Fitzpatrick, P.E., P.A., for the Chemstrand Road Sidewalks Project, for an amount of \$89,000, on Contract PD 02-03.79, "Professional Services", to provide professional engineering services to design sidewalks, roadway widening, and drainage improvements along the east and west sides of Chemstrand Road, between Nine Mile Road and Ten Mile Road.

On April 11, 2012, David Fitzpatrick, P.E., P.A., was selected to design sidewalk improvements along the west side of Chemstrand Road, between Nine Mile Road and Ten Mile Road, at a cost of \$49,334. Staff decided that it would be more beneficial to design sidewalks along both sides of Chemstrand Road, so Mr. Fitzpatrick was directed to revise his Scope of Work to include both sides of the road, to include six-foot wide sidewalks, a four-foot wide bicycle lane, associated curbing, and miscellaneous drainage appurtenances, at a cost of \$89,000.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1915 "Chemstrand Road Sidewalks"]

14. <u>Recommendation Concerning the Acquisition of Property from Evelyn Shears,</u> <u>Hattie Brown Cole, Felicia Hopson and Dawn Cole for the Capitol Boulevard</u> <u>Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department</u> <u>Director</u>

That the Board take the following action regarding the purchase of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street, from Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole, for the Capitol Boulevard Area Drainage Project:

A. Authorize the purchase of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street, for the negotiated amount of \$35,000, which is \$14,000 above the appraised value of \$21,000, from Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Dole, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street; and

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

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56101/56301, Project No. 10EN0333]

The area of Capitol Boulevard lying west of Highway 29 and south of Diamond Dairy Road has a well-documented history of stormwater drainage issues, including flooding of residences and damage to County infrastructure. The County has been trying for many years to alleviate the stormwater drainage problems in this area but has not been able to provide much relief due to the inability of staff to acquire property of adequate size and suitability for stormwater retention. Over the years, staff has initiated negotiations with several property owners in this area but has been unsuccessful in acquiring property, due to title concerns or owners seeking what staff considers to be unreasonable compensation. Staff has even considered asking the Board to exercise its powers of eminent domain, but this is seen as a last resort as it can be an expensive and drawn-out process.

Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole (property owners) own a vacant parcel of real property (approximately 2.55 acres) located at 7161 Fruitvale Street in the Capitol Boulevard area. Engineering studies indicate that this property is suitable for a localized stormwater retention pond which would facilitate the County's project to alleviate the stormwater drainage problems. Staff approached the property owners, who indicated a willingness to sell.

Page 22

15. <u>Recommendation Concerning the Acceptance of a Parcel of Real Property</u> <u>Located at 210 North "S" Street from the School Board of Escambia County -</u> <u>Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action regarding the acceptance of the donation of a parcel of real property (approximately 0.22 acres), located at 210 North "S" Street, from The School Board of Escambia County for the Maggie's Ditch Area Remediation and Stream Restoration Projects:

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the donation of a vacant parcel of real property, located at 210 North "S" Street, from The School Board of Escambia County, and to gather information and conduct inspections as needed to allow the Board's acceptance of the property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for groundwater remediation and stream restoration for the Maggie's Ditch Projects, and the County benefits from the acquisition of this property because it will facilitate a clean and healthy environment 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 Special Warranty Deed as of the day of delivery of the Special Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

16. <u>Recommendation Concerning North Miller Street Traffic Calming Devices - Joy</u> <u>D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action concerning installation of traffic calming devices on North Miller Street near the Dorie Miller Community Center and the Dorie Miller Park, between East Baars Street and Crescent Drive:

A. Waive the existing Municipal Service Benefit Unit (MSBU) Policy requirements; and

B. Approve the installation of two speed tables on North Miller Street between East Baars Street and Crescent Drive, with a cost not to exceed \$10,000.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

City Council Member John Jerralds, District 5, recently requested, through Commissioner Young, that traffic calming devices be installed on North Miller Street due to speeding and safety issues.

In response to his request, the Transportation and Traffic Operations Division conducted an inspection and found that speeding and safety issues do exist within this area, in part because North Miller Street acts as a cut-through for motorists traveling from Palafox Street to Texar Drive and is also in close proximity to Dorie Miller Community Center and Park.

17. <u>Recommendation Concerning County Sponsorship for the Florida Association</u> of Environmental Professionals 2012 State Conference - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve County sponsorship, in the amount of \$350, for the Florida Association of Environmental Professionals (FAEP) 2012 State Conference, which will be held in Pensacola on September 21, 2012. This event will bring 200 attendees and approximately 300 nights of hotel stay to Escambia County.

[Funding Source: Fund 108, Tourist Promotion (4th Cent), Cost Center 360105]

18. <u>Recommendation Concerning the Grant Agreement between Florida Fish and</u> <u>Wildlife Conservation Commission and Escambia County - Keith Wilkins, REP,</u> <u>Community & Environment Department Director</u>

That the Board take the following action concerning the Grant Agreement Between Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement between FWC and Escambia County, FWC Agreement No. FWC-11230, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount of \$52,236, from the date of execution through December 30, 2013; and

B. Authorize the Chairman to execute the Agreement and any documents related to acceptance, execution, reporting, and amendments to this Grant, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants & Projects, Cost Center 220338, Oriskany PCB Monitoring, Revenue Code 334326. No matching funds are required.]

19. <u>Recommendation Concerning Ricoh Copiers Lease for Escambia County Fire</u> <u>Rescue - Amy Lovoy, Management and Budget Services Department Director</u>

That the Board authorize the County to piggyback off of the University of South Florida Leasing Contract ITN#9-13-G, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Lease and Lease Purchase Agreements, and Chapter 46, Section 46-44, Applications; Exemptions, and award a Purchase Order to Ricoh Americas Corporation for a 48-month lease option for Escambia County Fire Rescue, as outlined in the pricing detail, in the amount of \$1,018 per month.

[Funding: Fund 143, Fire Fund, Cost Center 330206 Fire Dept. Paid, Object Code 54401, Rental & Leases]

20. <u>Recommendation Concerning Refinancing the 2002 Capital Improvement</u> <u>Refunding Revenue Bonds - Amy Lovoy, Management and Budget Services</u> <u>Department Director</u>

(RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER)

III. For Discussion

1. <u>Recommendation Concerning Deerfield Estates Upgraded Sewer</u> <u>System Municipal Services Benefit Unit - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board take the following action concerning the Deerfield Estates Subdivision Upgraded Sewer System Municipal Services Benefit Unit (MSBU):

A. Waive the Board's MSBU Policy to allow a Construction MSBU, subject to the approval of items "B" through "H";

B. Approve the written Agreement with the Emerald Coast Utilities Authority (ECUA) stating that ECUA accepts ownership and maintenance responsibility at the time that repairs to the sewer system begin;

(THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

C. Approve providing for a 3% administrative fee (the standard fee is 10%; however, all construction will be performed by ECUA);

D. Approve providing for a 4% interest rate (plus .5% Tax Collector Commission/Fee, provided for by State Law) and amortize the loan repayment at 4.5% for a 20-year period;

E. Approve allowing repayment over a 20-year period rather than the standard 10 years;

F. Approve providing for the inclusion of any capitalized interest on the loan;

G. Approve allowing the ECUA a 10% contingency to meet the contingency requirement in the MSBU Policy; and

H. Approve that if the bids for the project exceed estimates, including a 10% contingency, the project is canceled.

2. <u>Recommendation Concerning "Pink Slime" in Meat Products - Grover C.</u> <u>Robinson, IV, County Commissioner, District 4</u>

That the Board adopt and authorize the Chairman to sign the Resolution urging the Federal Government, the United States Department of Agriculture, and the United States Food & Drug Administration to require that meat products containing "pink slime" include labels indicating that the meat contains the food additive and urging the Florida Legislature to ban the use of meat products containing "pink slime" in food the State of Florida prepares or serves.

I. For Action

1. <u>Recommendation Concerning Settlement of Judy Hardy's MSPB Appeal and</u> <u>EEOC/FCHR Discrimination Claims</u>

That the Board approve a settlement of an MSPB Appeal and EEOC/FCHR discrimination claims filed by employee Judy Hardy, for \$39,000.00, inclusive of attorney's fees and costs. In exchange for the settlement amount, Ms. Hardy will resign her position with the County, waive future employment with the County, and execute a general release of any and all claims against the County.

2. <u>Recommendation Concerning the Memorandum of Understanding Between</u> <u>Escambia County and Baptist Hospital, Inc.</u>

That the Board approve and authorize the Chairman to sign the attached Memorandum of Understanding between Escambia County and Baptist Hospital, Inc.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-2889 BCC Regular M	leeting
Meeting Date:	
Issue:	Ratification of Proclamations
From:	Charles R. (Randy) Oliver, County Administrator
Organization:	County Administrator's Office
CAO Approval:	5

RECOMMENDATION:

Proclamations.

<u>Recommendation:</u> That the Board ratify the following five Proclamations:

A. The Proclamation dated June 27, 2012, recognizing and expressing sincere gratitude to Ms. Susan Nelms for her continued support of "Homeless Veteran Stand Downs" and for her leadership, dedication, and service to the community;

B. The Proclamation dated June 29, 2012, urging citizens of Escambia County to join with Florida Family Action in declaring Escambia County a place committed to the propagation of traditional family values that promotes virtues and values that give children and their families a first class quality of life.;

C. The Proclamation dated July, 2, 2012, extending sincere gratitude and appreciation to Congressman Jeff Miller for all of his assistance with the RESTORE Act and his service to citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County;

D. The Proclamation dated July, 2, 2012, extending sincere gratitude and appreciation to Senator Bill Nelson for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County; and

E. The Proclamation dated July, 3, 2012, extending sincere gratitude and appreciation to Congressman Steve Southerland for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County.

BACKGROUND:

Proclamations 6.

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

WHEREAS, the mission of the Gulf Coast Veterans Advocacy Council, Inc. (GCVAC), is to be a voice for all veterans concerning mental and physical health care, to advocate needed changes in the veteran health care system and make recommendations to improve the quality of life for the veterans and their families; and

WHEREAS, every year during the month October, community partners, individuals, veterans, veteran service organizations and the Veteran's Administration, come together to provide clothing, a hot meal, haircuts, sleeping bags, medical services, and other needed essentials for the homeless veterans in our area; and

WHEREAS, the coming together of those concerned about our homeless veterans are known as "Stand Downs"; and

WHEREAS, Susan Nelms, Executive Director, Workforce Escarosa, Inc., is an avid supporter of "Homeless Veteran Stand Downs"; and

WHEREAS, Ms. Nelms' concern for the homeless veterans of our community is evidenced by her commitment to partner with the "GCVAC" to ensure funding and staffing needs are met to keep these worthwhile initiatives moving forward each year.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins the Gulf Coast Veterans Advocacy Council, Inc., in recognizing and expressing sincere gratitude to Ms. Susan Nelms for her continued support of "Homeless Veteran Stand Downs" and for her leadership, dedication, and service to the community.

BOARD OF COUNTY COMMISSIONERS

usont 100 OL Wilson B. Robertson, Chairman

District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

authin ERNIE LEE MAGAHA ATTEST: CLERK OF THE CIRCUIT COURT albin SEAL Deputy Clerk MBIA CO Dated: June 27, 2012

WHEREAS, Florida Family Action is an organization which promotes wholesome family values; and

WHEREAS, Escambia County is a community which embraces traditional family values and realizes the invaluable role of the family unit in development of our society; and

WHEREAS, Florida Family Action is determined to provide the most wholesome, safe, and positive environment possible for its citizens; and

WHEREAS, Florida Family Action would like to work with Escambia County to draw national attention to the fact that Escambia County is a place for family vacations, wholesome fun and recreation, a place for raising a family, and a place to retire in a safe and positive environment; and

WHEREAS, Florida Family Action will celebrate the opening of its new facility at 6565 North "W" Street, Pensacola, Florida, on June 30, 2012, to promote wholesome family values in Escambia County.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby urge citizens of Escambia County to join with Florida Family Action in declaring Escambia County a place committed to the propagation of traditional family values that promotes virtues and values that give children and their families a first class quality of life.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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Wilson B. Robertson, Chairman District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four



WHEREAS, on April 20, 2010, the mobile drilling unit Deepwater Horizon, which was being used to drill an exploratory well for British Petroleum Exploration and Production, Incorporated, violently exploded, then caught fire, and eventually sank, tragically killing 11 workers; and

WHEREAS, the Deepwater Horizon oil spill leaked oil and other substances from the rig and the well head and remained unabated for 87 days; and

WHEREAS, oil eventually covered a vast area of thousands of square miles, creating and releasing an estimated 5 million barrels (210 million gallons) of oil from the well, and 771,000 gallons of dispersants were applied to the waters of the spill area, which created an environmental and economic disaster of unprecedented proportions, affecting 57.6 miles of contaminated coastline in Escambia County and 167.7 coastline miles in the State of Florida; and

WHEREAS, Congressman Jeff Miller, as a member of the Florida Congressional delegation, was integral in crafting the House RESTORE Act, which directed funds directly to impacted local governments. He was instrumental in working with House Leadership to coordinate the House version; and

WHEREAS, Congressman Miller, as Chairman of the Veterans Affairs Committee, was part of House Leadership and assisted with coordinating and supporting the RESTORE Act through Conference process; and

WHEREAS, on June 29, 2012, Congressman Miller voted to approve the Transportation Bill which included the RESTORE Act, which would direct a majority of penalties paid by the responsible party for the oil spill to be allocated to local Gulf jurisdictions that were adversely affected.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on behalf of the citizens of Escambia County, wishes to extend its sincere gratitude and appreciation to Congressman Jeff Miller for all of his assistance with the RESTORE Act and his service to citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County.

BE IT FURTHER PROCLAIMED, that the Board hereby recognizes July 3, 2012, as "Congressman Jeff Miller Day" in Escambia County, Florida, and urges all of its citizens to recognize and appreciate for the efforts of Congressman Miller to the citizens of Escambia County.

BOARD OF COUNTY COMMISSIONERS

elson Wilson B. Robertson, Chairman

District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four



WHEREAS, on April 20, 2010, the mobile drilling unit Deepwater Horizon, which was being used to drill an exploratory well for British Petroleum Exploration and Production, Incorporated, violently exploded, then caught fire, and eventually sank, tragically killing 11 workers; and

WHEREAS, the Deepwater Horizon oil spill leaked oil and other substances from the rig and the well head, and remained unabated for 87 days; and

WHEREAS, oil eventually covered a vast area of thousands of square miles creating and releasing an estimated 5 million barrels (210 million gallons) of oil from the well, and 771,000 gallons of dispersants were applied to the waters of the spill area, which created an environmental and economic disaster of unprecedented proportions; and

WHEREAS, on April 14, 2011, Senator Nelson introduced legislation directing Clean Water Act fines back to the Gulf Coast; and

WHEREAS, Senator Nelson worked diligently with Senate colleagues to develop similar legislation which could be supported by Senators in all five Gulf States; and

WHEREAS, Senator Nelson's leadership was integral in creating a bi-partisian sponsorship of nine Gulf State Senators representing Democrats and Republicans; and

WHEREAS, on July 21, 2011, Senator Nelson co-sponsored Senate Bill 1400, which would direct 80% of Clean Water Act fines back to the Gulf region; and

WHEREAS, on March 7, 2012, Senator Nelson filed Senate Amendment 1822 to the Senate Transportation Reauthorization Bill that included the RESTORE Act; and

WHEREAS, on March 8, 2012, Senator Nelson's Amendment passed by a vote of 76-22 and was attached to the Transportation Bill; and

WHEREAS, on April 24, 2012, in recognition of his leadership, Senator Nelson was appointed to be a Senate conferee on the Surface Transportation Conference Committee; and

WHEREAS, on June 29, 2012, Senator Nelson voted for the RESTORE Act included in the Surface Transportation Conference Report, which passed the Senate by a vote of 74-19.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, on behalf of the citizens of Escambia County, Florida, wishes to extend its sincere gratitude and appreciation to Senator Bill Nelson for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County.

BE IT FURTHER PROCLAIMED, that the Board hereby recognizes July 9, 2012, as "Senator Bill Nelson Day" in Escambia County, Florida, and urges all of its citizens to recognize and appreciate the efforts of Senator Bill Nelson to the citizens of Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

12 Wilson B. Robertson, Chairman, District One

wilson B. Robenson, Chairman, District On

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

Dated July 2, 2012

Deputy Clerk

WHEREAS, on April 20, 2010, the mobile drilling unit Deepwater Horizon, which was being used to drill an exploratory well for British Petroleum Exploration and Production, Incorporated, violently exploded, then caught fire, and eventually sank, tragically killing 11 workers; and

WHEREAS, the Deepwater Horizon oil spill leaked oil and other substances from the rig and the well head and remained unabated for 87 days; and

WHEREAS, oil eventually covered a vast area of thousands of square miles creating and releasing an estimated 5 million barrels (210 million gallons) of oil from the well, and 771,000 gallons of dispersants were applied to the waters of the spill area, which created an environmental and economic disaster of unprecedented proportions including 57.6 miles of contaminated coastline in Escambia County and 167.7 coastline miles in the State of Florida; and

WHEREAS, Congressman Steve Southerland, as a member of the Florida Congressional delegation, was integral in crafting the House RESTORE Act, which directed funds directly to impacted local governments, and he was instrumental in working with House Leadership to coordinate the House version; and

WHEREAS, Congressman Southerland was recognized for his leadership with regards to transportation and was chosen as a House of Representatives conferee on the Surface Transportation Conference Committee; and

WHEREAS, on June 29, 2012, Congressman Southerland voted to approve the Transportation Bill that included the RESTORE Act, which would direct a majority of penalties paid by the responsible party for the oil spill to be allocated to local Gulf jurisdictions that were adversely affected.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on behalf of the citizens of Escambia County, wishes to extend its sincere gratitude and appreciation to Congressman Steve Southerland for all of his assistance with the RESTORE Act and his service to the citizens of the United States of America, especially those citizens of Northwest Florida and Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

012

Wilson B. Robertson, Chairman District One

Gene M. Valentino, Vice Chairman District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

7.

AI-2871 BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Adoption of Retirement Proclamations From: Ron O. Sorrells Organization: Human Resources CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following four Retirement Proclamations:

A. The Proclamation commending and congratulating Michael P. Cunningham, Systems Analyst, Information Technology Department, on his retirement after 34 years of service;

B. The Proclamation commending and congratulating Larry A. Daniel, Human Resources Associate II, Human Resources Department, on his retirement after 14 years of service;

C. The Proclamation commending and congratulating Brenda J. Spencer, Program Coordinator, County Attorney's Office, on her retirement after 24 years of service; and

D. The Proclamation commending and congratulating Eric G. Williamson, Corrections Lieutenant, Corrections Department, on his retirement after 31 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

E

Attachments

Retirement Proclamations 071212

WHEREAS, Michael P. Cunningham worked as a County employee very faithfully for 34

years, retiring as a Systems Analyst with the Information Technology Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners,

on behalf of the citizens of Escambia County and fellow employees, commends and congratulates

Michael P. Cunningham on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of

Escambia County expresses its appreciation to Michael P. Cunningham for 34 years of faithful

and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman, District One Gene M. Valentino, Vice Chairman, District Two Marie Young, District Three Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Larry A. Daniel worked as a County employee very faithfully for 14

years, retiring as a Human Resources Associate II with the Human Resources Department.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners,

on behalf of the citizens of Escambia County and fellow employees, commends and congratulates

Larry A. Daniel on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Larry A. Daniel for 14 years of faithful

and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman, District One Gene M. Valentino, Vice Chairman, District Two Marie Young, District Three Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Brenda Jones Spencer, Program Coordinator/Co-Office Manager for the County Attorney's Office, began her employment with the Escambia County Board of County Commissioners on October 17, 1988; and

WHEREAS, during her tenure, Brenda has worked with four different County Attorneys; and

WHEREAS, Brenda has been an exemplary employee and a joy to all who have worked with her; and

WHEREAS, Brenda personifies the spirit, dedication, loyalty and professionalism that lends so much to the day to day operation of the County Attorney's Office; and

WHEREAS, Brenda by example of this dedication, for weeks before retiring, came to work early and stayed late to ensure the least amount of disruption to the workings of the office.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners of Escambia County on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Brenda Jones Spencer on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Brenda Jones Spencer for 24 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Eric G. Williamson worked as a County employee very faithfully for 31 years, retiring as a Corrections Lieutenant with the Corrections Department, Road Prison Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Eric G. Williamson for 31 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBLA 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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Written Communication 8. A.	
leeting	
07/12/2012	
Environmental (Code) Enforcement Lien Relief – 629 Bullard Avenue, 604 New York Drive, 2403 W Mallory Street, 5576 Charbar Drive and 3 Baggett Court	
Gordon Pike, Department Head	
Corrections	

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Dick Baker against properties located at 629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

629 Bullard Avenue, 604 New York Drive, 2403 West Mallory Street, 5576 Charbar Drive, and 3 Baggett Court all have Code Enforcement Liens attached to them.

Dick Baker is requesting lien forgiveness request for these properties. His request is for removal

of daily fines and interest associated with liens. Dick Baker is willing to pay all hard costs.

BUDGETARY IMPACT:

629 Bullard Avenue \$4,493.63 (All hard cost)

604 New York Drive \$545.00 (All hard cost)

2403 W Mallory Street

Fines: \$17,150.00 Court Cost \$1,100.00 Abatement \$180.00 Total \$18,430.00

5576 Charbar Drive

Court Cost \$1,100.00 Abatement \$5,997.00 Fines \$4.950.00 Total \$12,047.00

3 Baggett Court

Fines (10/1/11-02/03/12) @ \$100.00 per day \$12,500.00 (10/21/11-02/03/12)@ \$300.00 per day \$31,500.00 Court Cost \$1,100.00 Abatement Cost \$4,100.00 Total \$49,200.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

629 Bullard Avenue, 604 New York Drive, 2403 W Mallory Street, 5576 Charbar Drive and 3 Baggett Court

Sandra F Slay

From:	Dick Baker [dbaker@pensacolahabitat.org]
Sent:	Monday, May 28, 2012 1:29 PM
To:	Sandra F Slay; Dianne D. Taylor
Subject:	alumni properties donation offer for 10 properties
Attachments:	april 17 letter to Ms. Slay.pdf

From: Dick Baker [mailto:dbaker@pensacolahabitat.org] Sent: Monday, May 14, 2012 9:20 AM To: 'Sandra F Slay' Cc: 'Dianne D. Taylor'; Summer McCollum Subject: alumni properties donation offer for 10 properties

Sam

Attached is the request we sent you last month. We are withdrawing it

We are pleased that Alumni has agreed to put up the approximate \$27,000 of costs for these 10 properties with the donation, with some strings. I spoke with Steve West late last week and we are waiting to hear more from him.

Sam and Dianne

After discussions with Steve West, we believe the procedure is asking you to work with us, as you have been, to help us acquire these 10 basically abandoned properties from Alumni Properties.

As you know, we previously submitted a request for waiving all county costs and Sam basically asked us to change our request to waiving of the non-hard costs. We are requesting that.

Is there something more we should do for this request to move forward?

Kobren/Alumni Partners donation of tax-deed acquisitions

revised with 1,600 per lots not liened ofter talking to Sandra Slay 5/8/12 <u>SITE Address 10 properties</u> Acres property comments nov 2011 <u>A/C #</u> taxes 5/12 code costs es costs misc total	stim acq
417 N OLD CORRY FIELD RD A 0.29 septic should get 2 houses 07-2411-00 470 1,600 5,825 205 8,100	·· NL
^o 2403 W MALLORY ST 0.19 good property BAD neighborhood 06-1252-000 473 1,250 5,825 152 7,700	
• 5576 CHARBAR DR 0.29 sewer, very near 110 ok 05-3910-427 757 8,197 4,325 221 13,500 - O (de-	
~ 2917 N MILLER ST 0.16 tough area, only 1 house, access bd 05-1008-000 813 1,250 5,825 112 8,000 ···	order
~ 604 NEW YORK DR 0.16 sewer, ok 05-5898-000 873 695 5,825 207 7,600	
✓ 629 BULLARD AVE, can build 2 homes 0.52 sewer, ok 02-1464-000 876 4,644 4,325 155 10,000	
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- 1138 N WEBSTER DR

0.20 good property BAD neighborhood, zoned ID 05-5321-000 2,006 1,250 5,825 219 9,300 Obc

- 3 BAGGETT CT 0.16 td's see other green st comment 06-3304-000 2,175 5,350 5,825 150 13,500

total for 10 properties

10,739 27,436 53,750 1,774 **93,699**

average for 10 properties

1,074 2,744 5,375 177 **9,370**

Thanks much,

Dick

<<...>>



300 W. Leonard Street Pensacola, Florida 32501 850.434.5456

April 17, 2012

Ms. Sandra Slay, Manager Escambia County Office of Environmental Enforcement 6708 Plantation Road Pensacola, FL 32504

Letter-only email to: <u>sfslay@co.escambia.fl.us</u>

Re: Request to waive county liens for 11 donation properties

Dear Ms. Slay:

We are most pleased to have received offers of donation for eleven vacant, basically-abandoned, properties from Alumni Partners II, LLC. It acquired each of these properties last year by tax deed and they do not now have plans for use of the properties.

We estimate following acquisition that we will have to undertake quiet title suits that will cost from \$3,000 to \$5,000 per property, but are optimistic that they will be successfully completed and that we can build new Habitat homes for low income, deserving families for each.

Unfortunately, and as would be expected, there are considerable liens resultant from the neighborhood problems for each of these properties. We would appreciate waiver or release of the liens in favor of the County for each of these properties. Without the lien releases the donations are not feasible for us to accept. We discussed this months ago with Mr. Stephen West as we began our properties and title research.

We attach for your review the March 7th and follow up April 10th title research memoranda from Steve Moorhead for these properties. Following each memorandum are copies of the referenced lien filings in order of the listed properties and liens; we have also written the address on the first page of the copy of each lien.

Ms. Sandra Slay April 17, 2012 Page two

The properties are:

street address	account #
2917 N MILLER ST	07-1090-000
1138 N WEBSTER DR	07-0809-205
604 NEW YORK DR	05-3910-427
2403 W MALLORY ST	07-0911-000
1002 W HATTON ST	06-3304-000
3 BAGGETT CT	07-1090-200
417 N OLD CORRY FIELD RD A	02-1464-000
629 BULLARD AVE	05-5692-000
1713 DAUPHINE ST	06-1252-000
5576 CHARBAR DR	03-0763-155
4 TENNESSEE DR	07-2411-000

Naturally we would like to gratefully help in any way possible to assist with this, and we invite calls or questions.

Thank you and we look forward to discussing this further soon.

Sincerely,

Dich Bahn

Dick Baker (dbaker@pensacolahabitat.org)

Enclosures

cc: Ms. Dianne Taylor (letter only)



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: Property Owner: Original Complaint: EE Case #: 629 Bullard Avenue Estate Sammie Martin Overgrowth, trash, debris and unsafe structure CE1998-08-0559

Alumni Partners II, LLC own 19 properties in Escambia County

- 08/27/98 Received complaint.
- 09/01/98 Officer investigated complaint and observed overgrowth, trash, debris and a dilapidated structure.
- 09/10/98 Officer requested a notice of violation be mailed to the owner both regular and certified mail.
- 09/13/98 Notice of violation mailed to the owner and copy of noticed posted on site.
- 11/16/98 Letter returned marked "Unclaimed".
- 11/19/98 Received title search. Title vested in Sammie Martin.
- 01/16/99 Violations abated by the county under the "Nuisance Abatement Ordinance" in the amount of \$4,493.63.
- 02/24/99 Building Inspection conducted their final inspection.
- 04/14/99 Lien files on property in the amount of \$4,493.63 (All hard cost).



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: Property Owner: Original Complaint: EE Case #: 604 New York Drive Alumni Partners II, LLC Overgrowth and nuisance conditions CE110703276

Alumni Partners II, LLC owns 19 properties in Escambia County

- 07/21/11 Received complaint and officer investigated. Officer observed overgrowth and nuisance conditions. Copy of notice was posted in site and notice was mailed to owner both regular and certified mail.
- 07/25/11 Notice of violation was received and signed for.
- 12/12/11 Abated by Escambia County in the amount of \$295.00.

02/06/12 Lien filed against property.

Cost

Abatement Cost: \$295.00 Administration: \$250.00

Total \$545.00 (All hard cost)





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: Property Owner: Original Complaint: EE Case #: 2403 W Mallory Street Edna Hulen Overgrowth, trash, debris and unsafe structure CE081201052

Alumni Partners II, LLC own 19 properties in Escambia County

- 12/04/08 Received complaint. Officer investigated complaint and observed overgrowth, trash, debris and unsafe structure. Notice of violation mailed to owner both regular and certified mail. Copy of notice posted on site.
- 01/07/09 Letter returned marked "Unclaimed".
- 01/28/09 Officer requested special magistrate hearing.
- 02/10/09 Notice of Hearing mailed to owner both regular and certified mail. Certified mail returned on 03/02/09 marked "Unclaimed".
- 03/03/09 Hearing held. \$1,100.00 court cost awarded to the county, \$50.00 per day fine with a deadline of March 24, 2009.
- 03/04/09 Copy of Order mailed to the owner both regular and certified mail. Order returned on 04/30/09 marked "Unclaimed".
- 03/24/09 Affidavit of Non-compliance signed by officer.
- 05/21/09 Letter of Non-compliance mailed to the owner. Owner received Noncompliance letter on 05/23/09.
- 03/02/10 Escambia County abated violations.

Cost

Fines:	\$17,150.00
Court Cost	\$1,100.00
Abatement	<u>\$180.00</u>
Total	\$18,430.00



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: Property Owner: Original Complaint: 5576 Charbar Drive Minnie and Travis Hartsfield Overgrowth, trash, debris, inoperable vehicle and burned structure CE 06080229

EE Case #:

- 08/09/06 Received complaint for overgrowth, trash, debris, inoperable vehicle and burned structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 08/17/06 Notice of violation received and signed for by owner Minnie Hartsfield.
- 09/06/06 Reinspection conducted. Violations remained.
- 09/07/06 Officer was contacted by Travis Hartsfield advising he was working out of town. Lost phone connection and officer was unable to call owner back.
- 10/03/06 Title search requested.
- 10/10/06 Violations remain. Photos taken.
- 10/11/06 Title search revealed ownership vested in Minnie and Travis Hartsfield.
- 10/12/06 Officer requested special magistrate hearing.
- 10/23/06 Notice of Hearing sent both regular and certified mail. Copy of hearing posted on property and photos taken.
- 10/24/06 Certified copy of hearing notice hand delivered to Minnie Hartsfield.
- 10/27/06 Officer made contact with Travis Hartsfield and advised him about hearing.
- 11/07/06 Hearing held. \$1,100 court cost awarded to Escambia County, \$50.00 per day fine with a deadline of 03/07/07 to abate all violations.
- 03/07/07 Reinspection conducted and violations remained.

- 04/02/07 Letter of Non-compliance sent to owner.
- 04/24/07 Property put out for bids.
- 06/17/07 Property abated by Escambia County in the amount of \$5,997.00

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$5,997.00
Fines(03/07/07 – 06/14/07)	<u>\$4.950.00</u>
TOTAL	\$12,047.00





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: Property Owner: Original Complaint: EE Case #: 3 Baggett Court Alumni Partners II, LLC Overgrowth, trash, debris and unsafe structure CE110602813

Alumni Partners II, LLC own 19 properties in Escambia County

- 06/24/11 Received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and a dilapidated structure.
- 06/28/11 Notice of violation mailed to owner both regular and certified mail. Copy of notice was posted on site.
- 06/30/11 Notice of violation was received and signed for.
- 07/2011 Reinspection conducted and violations remained.
- 08/30/11 Notice of Hearing mailed to the owner both regular and certified mail. Copy of Hearing Notice posted in site.
- 09/01/11 Hearing notice received by owner.
- 09/20/11 Hearing held, \$1,100.00 court cost, \$100.00 per day for overgrowth and \$300.00 per day fine for other violations. Deadlines are 09/30/11 for overgrowth and 10/20/11 for all other violations.
- 09/21/11 Coy of Order mailed to the owner both regular and certified mail.
- 12/15/11 Letter of Non-compliance mailed to the owner.
- 01/03/12 Property was put out for bid.
- 02/03/12 Abated by Escambia County.

02/10/12 Letter of Abatement mailed to the owner and received on 02/15/12.

Cost

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Fines (10/1/11-02/03/12) @ \$100.00 per day	\$12,500.00
(10/21/11-02/03/12)@ \$300.00 per day	\$31,500.00
Court Cost	\$1,100.00
Abatement Cost	\$4,100.00
Total	\$49,200.00



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Written Communication 8. B.
eeting
07/12/2012
Environmental (Code) Enforcement Lien Relief –1138 Webster Drive and 2917 N Miller Street
Gordon Pike, Department Head
Corrections

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 1138 Webster Drive and 2917 North Miller Street.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Dick Baker against properties located at 1138 Webster Drive and 2917 North Miller Street.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

1138 Webster Drive and 2917 North Miller Street have open and active orders. Violations need to be abated. Daily fines accruing on each property at \$100.00 per day.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

1138 Webster Drive and 2917 North Miller Street both have Code Enforcement orders and liens attached to them.

Dick Baker is requesting lien forgiveness request for these properties. His request is for removal of daily fines and interest associated with liens and cancellation of the open and active Special Magistrate orders. Dick Baker is willing to pay all hard costs.

BUDGETARY IMPACT:

1138 Webster Drive

Lien amount Cost

Court Cost \$1,100.00

Fines(\$100.00 per day)?

TOTAL ?

2917 N Miller Street

Lien amount Cost

Court Cost \$1,100.00

Fines(\$100.00 per day)?

TOTAL ?

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

1138 Webster Drive and 2917 N Miller Street

Sandra F Slay

From:	Dick Baker [dbaker@pensacolahabitat.org]
Sent:	Monday, May 28, 2012 1:29 PM
То:	Sandra F Slay; Dianne D. Taylor
	alumni properties donation offer for 10 properties
Attachments:	april 17 letter to Ms. Slay.pdf

From: Dick Baker [<u>mailto:dbaker@pensacolahabitat.org</u>] *Sent:* Monday, May 14, 2012 9:20 AM *To:* 'Sandra F Slay' *Cc:* 'Dianne D. Taylor'; Summer McCollum *Subject:* alumni properties donation offer for 10 properties

Sam

Attached is the request we sent you last month. We are withdrawing it

We are pleased that Alumni has agreed to put up the approximate \$27,000 of costs for these 10 properties with the donation, with some strings. I spoke with Steve West late last week and we are waiting to hear more from him.

Sam and Dianne

After discussions with Steve West, we believe the procedure is asking you to work with us, as you have been, to help us acquire these 10 basically abandoned properties from Alumni Properties.

As you know, we previously submitted a request for waiving all county costs and Sam basically asked us to change our request to waiving of the non-hard costs. We are requesting that.

Is there something more we should do for this request to move forward?

Kobren/Alumni Partners donation of tax-deed acquisitions

revised with 1,600 per lots not liened after talking to Sandra Slay 5/8/12 <u>SITE Address 10 properties</u> Acres property comments nov 2011 <u>A/C #</u> taxes 5/12 code costs estim acc
costs misc total 417 N OLD CORRY FIELD RD A 0.29 septic should get 2 houses 07-2411-00 470 1,600 5,825 205 8,100 ・・ N し
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- 1138 N WEBSTER DR

0.20 good property BAD neighborhood, zoned ID 05-5321-000 2,006 1,250 5,825 219 **9,300** Obc

- 3 BAGGETT CT 0.16 td's see other green st comment 06-3304-000 2,175 5,350 5,825 150 13,500

total for 10 properties

10,739 27,436 53,750 1,774 **93,699**

average for 10 properties

1,074 2,744 5,375 177 **9,370**

Thanks much,

Dick

<<...>>



300 W. Leonard Street Pensacola, Florida 32501 850.434.5456

April 17, 2012

Ms. Sandra Slay, Manager Escambia County Office of Environmental Enforcement 6708 Plantation Road Pensacola, FL 32504

Letter-only email to: sfslay@co.escambia.fl.us

Re: Request to waive county liens for 11 donation properties

Dear Ms. Slay:

We are most pleased to have received offers of donation for eleven vacant, basically-abandoned, properties from Alumni Partners II, LLC. It acquired each of these properties last year by tax deed and they do not now have plans for use of the properties.

We estimate following acquisition that we will have to undertake quiet title suits that will cost from \$3,000 to \$5,000 per property, but are optimistic that they will be successfully completed and that we can build new Habitat homes for low income, deserving families for each.

Unfortunately, and as would be expected, there are considerable liens resultant from the neighborhood problems for each of these properties. We would appreciate waiver or release of the liens in favor of the County for each of these properties. Without the lien releases the donations are not feasible for us to accept. We discussed this months ago with Mr. Stephen West as we began our properties and title research.

We attach for your review the March 7th and follow up April 10th title research memoranda from Steve Moorhead for these properties. Following each memorandum are copies of the referenced lien filings in order of the listed properties and liens; we have also written the address on the first page of the copy of each lien.

Ms. Sandra Slay April 17, 2012 Page two

The properties are:

street address	account #
2917 N MILLER ST	07-1090-000
1138 N WEBSTER DR	07-0809-205
604 NEW YORK DR	05-3910-427
2403 W MALLORY ST	07-0911-000
1002 W HATTON ST	06-3304-000
3 BAGGETT CT	07-1090-200
417 N OLD CORRY FIELD RD A	02-1464-000
629 BULLARD AVE	05-5692-000
1713 DAUPHINE ST	06-1252-000
5576 CHARBAR DR	03-0763-155
4 TENNESSEE DR	07-2411-000

Naturally we would like to gratefully help in any way possible to assist with this, and we invite calls or questions.

Thank you and we look forward to discussing this further soon.

Sincerely,

Dich Bahn

Dick Baker (dbaker@pensacolahabitat.org)

Enclosures

cc: Ms. Dianne Taylor (letter only)



X

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: Property Owner: Original Complaint: EE Case #: 1138 Webster Drive Alumni Partners II, LLC Overgrowth, trash, debris and dilapidated structure CE 110904385

- 09/07/11 Received complaint for overgrowth, trash and debris and dilapidated structure. Officer investigated the complaint and posted a notice of violation.
- 09/13/11 Notice of violation was sent both regular and certified mail.
- 09/20/11 Reinspection conducted. Violations remained. Photos taken.
- 09/30/11 Certified notice of violation was received by J. Perri.
- 10/13/11 Reinspection conducted. Violations remained. Title search requested and reveals title vested in Alumni Partners II, LLC.
- 12/28/11 Reinspection conducted. Violations remained.
- 02/16/12 Officer requested special magistrate hearing.
- 03/07/12 Notice of Hearing sent both regular and certified mail. Notice received on 03/12/12. Copy of hearing posted on property and photos taken.
- 03/20/12 Hearing held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 04/10/12.
- 03/22/12 Copy of Order mailed to owner both regular and certified mail and received on 04/10/12.
- 04/10/12 Letter of Non-compliance sent to owner and received on 04/17/12.

*** Environmental Enforcement has an open and active order. Daily fines are accruing at \$100.00 per day. Violations need to be abated.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$100.00 per day)	?



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: Property Owner: Original Complaint: EE Case #: 2917 N Miller Street Alumni Partners II, LLC Overgrowth, trash, debris and dilapidated structure CE 110804059

- 08/23/11 Received complaint for overgrowth, trash and debris and dilapidated structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 09/15/11 Notice of violation received and signed for by Kiesnan.
- 09/26/11 Reinspection conducted. Violations remained. Photos taken.
- 11/15/11 Violations remain.
- 12/05/11 Title search requested and reveals title vested in Alumni Partners II, LLC.
- 02/09/11 Notice of Hearing sent both regular and certified mail. Notice received on 02/23/12. Copy of hearing posted on property and photos taken.
- 02/28/12 Hearing held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 03/19/12.
- 02/29/12 Copy of Order mailed to owner both regular and certified mail and received on 03/12/12.
- 03/27/11 Letter of Non-compliance sent to owner and received on 04/10/12.

*** Environmental Enforcement has an open and active order. Daily fines are accruing at \$100.00 per day. Violations need to be abated.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$100.00 per day)	?
TOTAL	?



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2880	Written Communication 8. C.		
BCC Regular M	eeting		
Meeting Date:	07/12/2012		
Issue:	Environmental (Code) Enforcement Lien Relief – 417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street		
From:	Gordon Pike, Department Head		
Organization:	Corrections		
CAO Approval:			

RECOMMENDATION:

May 28, 2012 - Email communication from Dick Baker, Pensacola Habitat for Humanity, requesting that the Board provide relief of the "non-hard costs" relative to Code Enforcement Liens against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Dick Baker against properties located at 417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street.

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

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

Dick Baker has no other recourse but to appeal before the Board under Written Communication.

Alumni Partners II, LLC, owns 19 properties in Escambia County.

BACKGROUND:

Received email from Dick Baker, Pensacola Habitat for Humanity, requesting lien relief for 10 properties currently owned by Alumni Partners II, LLC. Mr. Baker is working with Alumni Partners II, LLC, to obtain 10 properties, many of which have Code Enforcement Liens attached, and several have open cases/code violations.

417 North Old Corry Field Road A, 1002 West Hatton Street, and 1713 Dauphine Street do not have liens attached to them except through Code Enforcement Liens placed on other properties owned by Alumni Partners II, LLC.

Dick Baker is requesting lien forgiveness request for these three properties and is willing to pay all hard costs.

BUDGETARY IMPACT:

N/A

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

417 N Old Corry Field Road A, 1002 W Hatton Street and 1713 Dauphine Street

Sandra F Slay

From:	Dick Baker [dbaker@pensacolahabitat.org]
Sent:	Monday, May 28, 2012 1:29 PM
То:	Sandra F Slay; Dianne D. Taylor
Subject:	alumni properties donation offer for 10 properties
Attachments:	april 17 letter to Ms. Slay.pdf

From: Dick Baker [mailto:dbaker@pensacolahabitat.org] Sent: Monday, May 14, 2012 9:20 AM To: 'Sandra F Slay' Cc: 'Dianne D. Taylor'; Summer McCollum Subject: alumni properties donation offer for 10 properties

Sam

Attached is the request we sent you last month. We are withdrawing it

We are pleased that Alumni has agreed to put up the approximate \$27,000 of costs for these 10 properties with the donation, with some strings. I spoke with Steve West late last week and we are waiting to hear more from him.

Sam and Dianne

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Kobren/Alumni Partners donation of tax-deed acquisitions

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417 N OLD CORRY FIELD RD A 0.29 septic should get 2 houses 07-2411-00 470 1,600 5,825 205 8,100 ··· N	レ
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- 1138 N WEBSTER DR

0.20 good property BAD neighborhood, zoned ID 05-5321-000 2,006 1,250 5,825 219 9,300 06kr

- 3 BAGGETT CT 0.16 td's see other green st comment 06-3304-000 2,175 5,350 5,825 150 13,500

total for 10 properties

10,739 27,436 53,750 1,774 **93,699**

average for 10 properties

1,074 2,744 5,375 177 **9,370**

Thanks much,

Dick

<<...>>



300 W. Leonard Street Pensacola, Florida 32501 850.434.5456

April 17, 2012

Ms. Sandra Slay, Manager Escambia County Office of Environmental Enforcement 6708 Plantation Road Pensacola, FL 32504

Letter-only email to: <u>sfslay@co.escambia.fl.us</u>

Re: Request to waive county liens for 11 donation properties

Dear Ms. Slay:

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We estimate following acquisition that we will have to undertake quiet title suits that will cost from \$3,000 to \$5,000 per property, but are optimistic that they will be successfully completed and that we can build new Habitat homes for low income, deserving families for each.

Unfortunately, and as would be expected, there are considerable liens resultant from the neighborhood problems for each of these properties. We would appreciate waiver or release of the liens in favor of the County for each of these properties. Without the lien releases the donations are not feasible for us to accept. We discussed this months ago with Mr. Stephen West as we began our properties and title research.

We attach for your review the March 7th and follow up April 10th title research memoranda from Steve Moorhead for these properties. Following each memorandum are copies of the referenced lien filings in order of the listed properties and liens; we have also written the address on the first page of the copy of each lien.

Ms. Sandra Slay April 17, 2012 Page two

The properties are:

street address	account #
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1138 N WEBSTER DR	07-0809-205
604 NEW YORK DR	05-3910-427
2403 W MALLORY ST	07-0911-000
1002 W HATTON ST	06-3304-000
3 BAGGETT CT	07-1090-200
417 N OLD CORRY FIELD RD A	02-1464-000
629 BULLARD AVE	05-5692-000
1713 DAUPHINE ST	06-1252-000
5576 CHARBAR DR	03-0763-155
4 TENNESSEE DR	07-2411-000

Naturally we would like to gratefully help in any way possible to assist with this, and we invite calls or questions.

Thank you and we look forward to discussing this further soon.

Sincerely,

Dich Bahn

Dick Baker (dbaker@pensacolahabitat.org)

Enclosures

cc: Ms. Dianne Taylor (letter only)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2890	Written Communication	8. D.	
BCC Regular N	leeting		
Meeting Date:	07/12/2012		
Issue:	David Boswell - Rental Rehabilitation Mortgage to Escambia County		
From:	Charles R. (Randy) Oliver, County Administrator		
Organization:	County Administrator's Office		
CAO Approval:			

RECOMMENDATION:

June 13, 2012 - Communication from David L. Boswell requesting a reduction to the amount of \$1,779.44, as payment in full, or forgiveness of the payoff amount, of the Rental Rehabilitation Mortgage held by the County, for the property located at 3004 Tarragona Street.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from David L. Boswell

DAVID BOSWELL 1717 W. Avery Street, Room D Pensacola, FL 850-434-2355

June 13, 2012

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

Re: 3004 Tarragona Street, Pensacola Rental Rehabilitation Mortgage to Escambia County - OR 2915 PG 502

To Whom It May Concern:

My name is David Boswell and I am the son of Rosa Ford, now deceased. I am requesting a reduction to the amount of \$1,779.44 as payment in full, or the forgiveness of the Payoff amount for the Rental Rehabilitation Mortgage referenced above, as the current payoff amount is a hardship.

As I mentioned earlier, my mother, Rosa Ford has passed away and I am currently living at the Pensacola Health Care facility, located at 1717 W. Avery Street, Room #D, Pensacola, FL as I am disabled and bound to a wheelchair. This property has fallen into disrepair as I am both physically and financially unable to take care of it.

This property is now up for sale, and under contract with a total sale price of \$7,000.00, which, given its condition is considered fair market price. I am enclosing a copy of the Settlement Statement for this transaction for your review in the hopes that it will clarify the necessity of this request. We would like to resolve this and close by the end of June 2012.

I would request further consideration in that there has never been any contact in reference to the payment or collection of this mortgage in any fashion, leaving me totally unaware of it's existence until the title search revealed it and the title company agent tracked down it's origin and purpose.

I thank you in advance for your time and consideration and look forward to hearing back from you at your very earliest convenience.

Sincerely,

laved L. Boswell

David L. Boswell my reactor/contact is Paige Kisman 850-982-7789

4. VA D. Conv. Ins.					
C. Note: This form is furnished to give yo marked "(p.o.c.)" were paid outs				by the settlement agent are show and are not included in the totals	
D. Name and Address of Borrower Sean Abbott	E. Nam David	e and Address of Boswell Lee Ford		F. Name and Address of Ler	
G. Property Location 3004 Tarragona Street Pensacola, FL 32503		H. Settlement Agent 850-476-5699 SURETY LAND TITLE OF FLORIDA, LLC 358 W. Nine Mile Road, Suite D, Pensacola, FL 3			
			Place of Settlement 358 WEST NINE MILE ROAD SUITE D PENSACOLA, FLORIDA 32534		I. Settlement Date 06/29/12 DD: 06/29/12
J. SUMMARY OF BORROWER'S T	RANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BOR			400. GROSS AMOUNT		
101. Contract sales price		7,000.00			7,000.00
102. Personal property		.,500.00	402. Personal property		1,000.00
103. Settlement charges to borrower (line	1400)	35.50			
104.		00.00	404.		
105.			405.		
Adjustments for items paid by sel	ler in advance			items paid by seller in advance	1
106. City/town taxes	to	1	406. City/town taxes	to	
107. County taxes	to		407. County taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.	10	
110.			409.		
111.			410.		
112.			411. 412.		
120. GROSS AMOUNT DUE FROM BOP 200. AMOUNTS PAID BY OR IN BEHAL 201. Deposit or earnest money		7,035.50	500. REDUCTIONS IN	AMOUNT TO SELLER	7,000.00
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400) 4 503. Existing loans taken subject to 4		
203. Existing loan(s) taken subject to					
204.			504. Payoff of first mor	Igage Ioan TOPAY YOU	1,779.44
205.			505. Payoff of second r	nortgage loan	
206					
206. 207.			506.	The second second second second	
208.				ursed as proceeds (500.00)	
209.			508. 509.		
	allar				
Adjustments for items unpaid by s 210. City/town taxes			and the state of the second seco	tems unpaid by seller	
211. County taxes	to 01/01 to 06/29	202 52	510. City/town taxes	to	
212. Assessments	to	282.53	511. County taxes	01/01 to 06/2	29 282.53
213.	10		512. Assessments 513.	to	
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
		700 50			
220. TOTAL PAID BY / FOR BORROWE 300. CASH AT SETTLEMENT FROM OR		782.53		ON AMOUNT DUE SELLER	7,000.00
301. Gross amount due from borrower (lin		7005 50		MENT TO OR FROM SELLER	
302. Less amounts paid by/for borrower (I		7,035.50 782.53	601. Gross amount due 602. Less reduction am	ount due to seller (line 520)	7,000.00
303. CASH FROM	BOBBOWED	6 050 07	COD CARL	TO	-
SUBSTITUTE FORM 1099 SELLER STATEMENT: The In	BORROWER		603. CASH	TO SELLER	0.00

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a

800. Items Payable in Connection with Loan	P.O.C.	
801. Our origination charge \$	(from GFE#1)	
802. Your credit or charge (points) for the specific interest rate chosen \$	(from GFE#2)	
803. Your adjusted origination charges	(from GFE A)	
804. Appraisal Fee	(from GFE#3)	
805. Credit Report	(from GFE#3)	
806. Tax service	(from GFE#3)	
807. Flood certification	(from GFE#3)	
808.		
809.		
810.		
811.		
812. Underwriting Fee		
813. Tax Service Fee		
814. Flood Certification Fee		
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from to @\$ /day	(from GFE#10)	
902. Mortgage Insurance Premium for to	(from GFE#3)	
903. Homeowner's insurance for to	(from GFE#11)	
904.		
905		
000. Reserves Deposited with Lender	······································	······································
1001. Initial deposit for your escrow account	(from GFE#9)	
1002, Hazard Insurance mo. @ \$ per mo. \$		
003. Mortgage Insurance mo. @ \$ per mo. \$		
004. City property taxes mo. @ \$ per mo. \$		
005. County property taxes mo. @ \$ per mo. \$		
006. Annual Assessments mo. @ \$ per mo. \$		
007. mo. @ \$ per mo. \$		
008. mo. @ \$ per mo. \$		
CO9. Aggregate Adjustment \$		
100. Title Charges		<u></u>
101. Title services and lender's title insurance	(from GFE#4)	
102. Settlement or closing fee Surety Land Title of Florida, LLC		
103. Owner's title insurance	(from GFE#5)	100.0
104. Lender's title insurance		
105. Lender's title policy limit		
106. Owner's title policy limit 7,000.00 - 100.00		
107. Agent's portion of the total title insurance premium	\$ 70.00	
108. Underwriter's portion of the total title insurance premium	\$ 30.00	
109.	\$ 30.00	
110. SEarch Westcor		
111.		75.0
112.		
113.		
200. Government Recording and Transfer Charges 201. Government recording charges		
	(from GFE#7)	35.50
202. Deed \$ 35.50 Mortgage \$ Releases \$ 203. Transfer taxes		
	(from GFE#8)	
204. City/county tax/stamps Deed \$ Mortgage \$		
205. State tax/stamps Deed \$ 49.00 Mortgage \$		49.0
206. Intangible Tax Deed \$ Mortgage \$	(from GFE#8)	
207	(from GFE#8)	
208.	(from GFE#8)	
300. Additional Settlement Charges		
301. Required services that you can shop for	(from GFE#6)	
302. lien Clerk of the Court		399.5
303.		
304. 2010/2011 Janet Holley		1,414.5
305.		
306.		
307.		
307. 308. 400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Charges That in Total Cannot increase More Than 10%				Good Faith Estimate	e	HUD-1
Government recording charges		# 1201		35.50		35.50
Government recording charges - Deed	\$	35.50 # 1202				
			TOTAL	35.50		35.50
	Increa	se between GFE	and HUD-1 Charges	\$ 0.00	or	0.00

Charges That Can Change			Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001			
Daily interest charges	# 901 \$	/day		
Homeowner's insurance	# 903			

Loan Terms	
Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	0 %
Your initial monthly amount owed for principal, interest,	\$ includes
and any mortgage insurance is	Principal
	Interest
	Mortgage Insurance
Can your interest rate rise?	☑ No. □ Yes, it can rise to a maximum of %. The first change will be
	on and can change again every
	after . Every change date, your interest rate can increase or decrease
	by %. Over the life of the loan, your interest rate is guaranteed to never
	be lower than % or higher than %.
Even if you make payments on time, can your loan balance rise?	☑ No. □ Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly	☑ No. □ Yes, the first increase can be on and the monthly amount
amount owed for principal, interest, and mortgage insurance rise?	owed can rise to \$
	The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	☑ No. □ Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	☑ No. □ Yes, you have a balloon payment of \$ due in
	years on .
Total monthly amount owed including escrow account payments	X You do not have a monthly escrow payment for items, such as property
	taxes and homeowner's insurance. You must pay these items directly yourself,
	You have an additional monthly escrow payment of \$
	that results in a total initial monthly amount owed of \$. This
	includes principal, interest, any mortgage insurance and any items checked below:
	Property taxes Homeowner's Insurance
	Flood Insurance

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Shirley L. Gafford

 From:
 Randy Wilkerson

 Sent:
 Tuesday, June 19, 2012 11:30 AM

 To:
 Shirley L. Gafford; Stephen G. West

 Cc:
 Judy H. Witterstaeter; meredith@nefi.gccoxmail.com; denise@nefi.gccoxmail.com

 Subject:
 RE: Request for Written Communication - David Boswell - Rental Rehabilitation Mortgage to Escambia County

Steve:

My comments about the above noted request regarding the HUD Rental Rehabilitation Mortgage held by the County on property located at **3004 N. Tarragona Street**:

After looking this over, including the draft HUD, I think it is probably wise to accept the offer as presented. I drove by the house a short while ago and it is obvious that it has been vacant for some time (very overgrown, etc.) and it will only get worse with the passing of additional time. Though the original owner (Ms. Rosa Lee Ford) did transfer the property to her son during the term of the mortgage (a technical violation of the mortgage stipulations), I cannot be certain that it was not for health reasons or similar considerations. The 10 year Rental Rehabilitation obligation technically expired on July 25, 2000, *but for the violation of the terms* (by transferring ownership to her son). It seems highly unlikely that the County can reasonably expect to receive significantly more than the \$1,779.44 that is being offered through the hardship request.

This is provided for consideration. <u>Should funds be recovered, they should be deposited into the Fund 124/Affordable Housing & CD, Revenue Code: 369040</u>. If received, the funds will be used for eligible housing and community development activities in keeping with HUD requirements. Thanks, Randy Wilkerson Escambia County/NEFI

From: Shirley L. Gafford
Sent: Tuesday, June 19, 2012 9:20 AM
To: Stephen G. West
Cc: Randy Wilkerson; Judy H. Witterstaeter
Subject: Request for Written Communication - David Boswell - Rental Rehabilitation Mortgage to Escambia County

Steve,

Please review the attached request and advise whether or not to go ahead and put this on written communication.

Thanks,

Shirley

Shirley Gafford Program Coordinator County Administrator's Office 221 Palafox Place Suite 420 P. O. Box 1591 Pensacola, FL 32591-1591 Office: 850-595-4916 Fax: 850-595-3944 Email: <u>slgaffor@co.escambia.fl.us</u>



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2737	Public Hearings 10.
BCC Regular M	eeting
Meeting Date:	07/12/2012
Issue:	Public Hearing to Repeal an Ordinance for WDC Florida Realty Company, LLC, Subsidiary of Overhead Door Corporation
From:	Charles R. (Randy) Oliver, County Administrator
Organization:	County Administrator's Office
CAO Approval:	

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance to repeal Ordinance Number 2010-24, granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County EDATEs.

<u>Recommendation:</u> That the Board adopt an Ordinance to repeal Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATEs).

BACKGROUND:

Section 196.1995, Florida Statutes, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain Economic Development Ad Valorem Tax Exemptions (EDATE) for an expanding existing business established in the County meeting certain statutory requirements.

In 2003 and 2008, Escambia County granted Wayne Dalton Corporation certain tax exemptions for the purpose of facilitating the expansion of the existing business as defined by Section 90-148, Escambia County Code of Ordinances, and Section 196.012(16), Florida Statutes. (The exemption granted in 2003 expired on December 31, 2011.)

The Ordinances were originally granted to Wayne Dalton Corporation based on the following information:

Ordinance 2003-52: expansion of an existing business *Real property-

Add 90,000 sq. ft. Expand manufacturing facility Expand R&D offices and facilities Expand front office Total value= \$5,650,000 Completed as of 2008

*Create 43 new jobs with 308 existing employees (351 total)

*Personal Property-Total value= \$13,950,000

Ordinance 2008-14: expansion of an existing business *Real property-Add 100,000 sq. ft. Install 500 ft manufacturing line Install steel forming and strut insertion system Reconfigure assembly equipment Add 16 shipping docks Total value= \$4,000,000 Proposed completion date- 2012

*Create 146 new jobs by 2009 (497 total) *Personal Property-Total value=\$2,676,848

In June 2009, Wayne Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne Dalton, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

In March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATEs granted to the previous property owner, Wayne Dalton. At that time, the company employed approximately 140 employees and anticipated creating 128 new positions (268 total) by 2011. The capital improvements were to be completed as of 2012.

On August 5, 2010, this Board adopted Ordinance 2010-24 renewing the Ordinances 2003-52 (expired effective 2011) and 2008-14 and amending said ordinances to reflect the proper name of the current property owner, WDC Florida Realty I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

In February of 2012, Overhead Door filed a renewal application seeking renewal of the remaining EDATE for the current tax year. While the renewal application was under review, the State of Florida provided notice of terminating certain economic development incentives previously granted to Overhead Door Corporation citing noncompliance with program requirements relating to employment numbers.

According to the most recent data, Overhead Door currently employs approximately 130 full time employees at its facility in Escambia County. The number of employees currently employed by Overhead Door does not meet the statutory definition of an expansion of an existing business as defined by Sec. 90-148, Escambia County Code of Ordinances, and §196.012(16), Florida Statues. In addition, the Escambia County Property Appraiser concluded the property to which the remaining exemptions applied does not meet the minimum criteria set forth in the relevant statute or the applicable Code provisions governing such exemptions.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

Attachments

Overhead Door Ordinance Repeal

ORDINANCE NUMBER 2012 - ____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE REPEAL OF EXEMPTIONS FROM ESCAMBIA COUNTY AD VALOREM TAXATION FOR WDC FLORIDA REALTY COMPANY, LLC; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEAL OF ORDINANCE 2010-24; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain Economic Development Ad Valorem Tax Exemptions (EDATE) for the expansion of existing businesses in the County meeting certain statutory requirements; and

WHEREAS, on March 6, 2008, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

WHEREAS, on August 5, 2010, the Board of County Commissioners of Escambia County enacted Ordinance 2010-24, renewing Ordinances 2003-52 (expired effective 2011) and 2008-14 and amending said ordinances to reflect the proper name of the current owner, WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation; and

WHEREAS, upon recent review of the remaining exemption, the Board of County Commissioners finds that the Economic Development Ad Valorem Tax Exemptions for WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation, no longer meet the eligibility requirements of Section 196.1995, Florida Statutes, and the County's EDATE Ordinance; and

WHEREAS, it is now in the best interest of the health, safety, and welfare of the citizens of Escambia County, Florida that the ordinance granting such exemptions be repealed.

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

Section 1. Legislative Intent.

(A) After consideration of the report of the Escambia County Property Appraiser and the request of Wayne Dalton Corporation in accordance with the procedures now codified at Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners, by Ordinance 2008-14, granted for a period of ten (10) years, effective from March 13, 2008, an exemption as an expanding existing business from County ad valorem taxation of one hundred percent (100%) of the assessed value of certain real and tangible personal property of Wayne Dalton Corporation.

(B) It was the intent of the Ordinance that the exemption was for the express purpose of facilitating the expansion of an existing business in Escambia County, as defined in Section 196.012(16), Florida Statutes. It was the further intent of said Ordinance that the exemptions granted to Wayne Dalton Corporation were solely for the use and benefit of said business.

Section 2. Findings of Fact.

- (A) Section 196.1995, Florida Statutes and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain Economic Development Ad Valorem Tax Exemptions (EDATE) for an expanding existing business established in the County meeting certain statutory requirements.
- (B) In 2008, Wayne-Dalton Corporation applied for an EDATE from Escambia County.
- (C) Section 196.1995, Florida Statutes, and the County's ordinance, provide that the EDATE may be granted for improvements made to real property for which such an exemption is requested.
- (D) On March 6, 2008, Wayne-Dalton Corporation through Ordinance 2008-14 of Escambia County, was granted an EDATE for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation at 3395 Addison Drive, Pensacola, Florida.
- (E) On August 5, 2010, Escambia County enacted Ordinance 2010-24 renewing Ordinances 2003-52 (expired effective 2011) and 2008-14 and amending said ordinances to reflect the proper name of the current owner, WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation.
- (F) The Escambia County Property Appraiser reexamined the remaining exemption awarded to WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation, and determined the property for which the EDATE exemptions were awarded no longer meets the requirements of the County's ordinance and the State's law governing such exemptions.
- (G) As a result, the Board of County Commissioners of Escambia County, Florida finds that WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation, now no longer meets the definition of expansion of an existing business as defined in Section 90-148, Escambia County Code of Ordinances and Section 196.012(16), Florida Statues, as amended, requiring the repeal of Ordinance 2010-24 for the 2012 tax year forward.

Section 3. <u>Repeal.</u>

Ordinance 2010-24, renewing and amending Ordinance 2003-52 (expired effective 2011) and Ordinance 2008-14, is hereby repealed.

Section 4. <u>Repeal Date.</u>

The Economic Development Ad Valorem Tax Exemptions granted to WDC Florida Realty Company, LLC, a wholly owned subsidiary of Overhead Door Corporation, shall be repealed at 12:01 a.m. on the effective date of this Ordinance.

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

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

DONE AND ENACTED this	day o	f,	, 2012.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

(Seal)

Enacted:_____

Filed with Department of State:_____

Effective:

This a	document	approved as	to form
and k	egal suffici	encv.	
By:	Frist	In the	. []
Title:	ACI	F-	Harrison and the second se
Date:	6/10	112	
	7	Contraction of the second contract of the sec	State Contraction of the State



Chris Jones, CFA



Escambia County Property Appraiser 221 Palafox Place, Suite 300 • Pensacola, FL 32502 Phone 850 434-2735 • Fax 850 435-9526

April 11, 2012

Mrs. Tonya Gant Economic Development Coordinator Escambia County Administration 221 Palafox PL, Suite 420 Pensacola, FL 32502

RE: Economic Development Ad Valorem Tax Exemption - Overhead Door

Dear Mrs. Gant:

This is the Escambia County Property Appraiser's response to Larry Newsome's request to review the above referenced EDATE renewal, this office finds the following to be problematic.

EDATE 2008-14

- 1.) Job projections have not been met.
- 2.) Tangible Personal Property (TPP) listed on the 2008-14 Ordinance with fair market value of \$2,676,848 has never been placed into production. The renewal application for 2012 and the TPP Return filed for 2012 state the production line remains idle.

EDATE 2003-52

- 1.) Ordinance #2003-52, expired on December 31, 2011.
- 2.) The exemption commenced in 2003 and the 8 ½ years granted would expire on July 1, 2011.
- 3.) Although the body of the ordinance stated the expiration date would be July 1, 2012. This is a typographical error. The evidence of the error is supported by the commencement date and length of the exemption granted. This was discussed by the previous Exemptions Director, Janie Bonds, who spoke with Jean Kassab and confirmed the expiration date of December 31, 2011.

A review of the application and consideration of these issues should be considered prior to renewal.

Sincerely,

Chris Jones, CFA ESCAMBIA COUNTY PROPERTY APPRAISER

By:

Susan P. Smith, CFE Director, Administrative Services

/bs

From: Sent: To: Cc: Subject: Barbara Snell [bsnell@sbccpa.com] Tuesday, April 17, 2012 4:23 PM Tonya Gant Lolita Hawkins; Alberta Simmons Overhead Doors FY12/13

Dear Ms. Gant,

It has come to my attention that the above referenced project is only tentatively through the review process for jobs and wages. At this time SB&C is recommeding that the Department of Economic Opportunity provide them a chance to apply for an economic recovery exemption as the preliminary review shows the jobs requirements has not been met.

As discussed, the State of Florida's, Department of Economic Opportunity, Division of Strategic Business Development will contact you, via letter, of its final decision for this QTI Project.

Sincerely,

Barbara W. Snell Staff Consultant Sharpton, Brunson & Company 215 South Monroe Street, Suite 750 Tallahassee, FL 32301 Phone: 850-727-8139 Main Line: 850/727-8160 Fax: 850-727-8183.com Email: <u>bsnell@sbccpa.com</u> Miami/Ft. Lauderdale/Tallahassee

RENEWAL APPLICATION DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION Chapter 196.1995, Florida Statutes

DR-418 R. 12/99

To be filed with the Board o no later tha	of Count n March	y Commission 1 of the year	ners, the governing the exemption is de	boards o esired to t	f the municipa ake effect.	ality, or bot	h,		
			ailing address						2
2 Please give name and telephone number of owner or person in a	charge of	this business.	P.O. BOX6		1t. Hoi	x, Oh	<u>, 4</u>	466	0
Name Dennis Stone (Pros) Christine	Guth	vie (Contait	elephone number	'33	0 763	<u>82(</u>	00		
3 Exact Location (Legal Description and Street Addres 3395 Addison Ok, Pensal	s) of Pro	perty for whic	h this return is filed	ł	4	Date you be begin, busin			
5 Description of the improvements to real property for which this exemption is requested Date of commencement of									
Consolidation of Out-of stale						struction of i			
6 Description of the tangible personal property for which th	is exemp	······	ed and date when p					ISER'S L	JSE ONLY
Class or Item	Age	Date of Purchase	Original Cost	Taxp Cond*	ayer's Estima Fair Marke		Cond*	aa garaan Taraan	and Adams Adams
	Aye	Fulchase \$	Olginal Cost	Cond	\$		\$	3	
See Attachment A		\$			\$		\$	5	
Tricludes Accorts		\$			\$		\$		
TANABY		\$			\$		\$		
02020838		\$			\$		\$		
02020856		\$			\$		4		
02019972		\$			<u>ዋ</u> ድ				
Real Property		\$			<u>φ</u> \$			5 G	
Average value of inventory on hand:	aalo	Million		Conditio	n:(good, av	g (averag	e), or pc	or	
Any additional personal proper	ty not lis	sted above for	which an exemption ax Return) and a c	on is clain	ned must be r	eturned on	ı form		
			existing business		9 Trade lev		k as mar	ny as ap	plv)
8 Describe type or nature of your business				Reta					, Professionály
Manufacture and Distributor	- of	2010Ard	DYS	Serv			other, spe		1X
10 Number of full-time employees to be employe	d in Fle	rida Dria	nord/worke,16	2 1	HILL	56		= 21	8 TOtal
If an expansion of an existing business: Net inc			ease from Lity	o/ Incr	ease in produulting from thi				%
11 Sales factor for the facility requesting exempt			0F76						
Total sales in Florida from this $3, 451, 9$		divided Total	sales everywhere f /-one (1) location o	from this only	88.304	1,260	=	3	9 %
	of inco	prporation		1	Number of fu	ill-time	ation		
I hereby request the adoption of an ordinance granting	an exem	ption from ad	valorem taxation o	on the abo	ove property p	ursuant to	Section	196.1995	, Florida
Statutes. I agree to furnish such other reasonable inform Property Appraiser may request in regard to the exemp correct, and complete to the best of my knowledge and	nation a tion requ	s the Board of Jested herein.	f County Commissi I hereby certify tha	ioners, the at the info	e governing a rmation and v	uthority of aluation st	the municitated abo	ve by me	is true,
which he has any knowledge.)					21,	D) <u> </u>		
Date 2 2812012			Signature, prepa	arer	UNIA DI	ND	ut	11	
Signature, taxpayer	uh.	Le	Preparer's addre	* Pol	, Ta xoc	M.t.L	lipe	Pr,	44660
Title Eggl Count	X		Preparer's telep	hone num	ıber ′				
			raiser's Use On					e pilipi	
I Total revenue available to the county or municipa							\$		
II Revenue lost to the county or municipality for the c									
III Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation									
IV Estimate of the taxable value lost to the county or	municip	ality if the exe			nted				
Improvements to real property Personal property \$ V I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a									
				1 190.01				-	
new business expansion of an existing business neither									
VI Last year for which exemption may be applied			<i>,</i> ~	ig	· · ·		6/22-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	en de la compañía de	
Application to be filed not later than March	1	<u> </u>	<u> </u>	للمعسد. م	Clashatura	Transity A	poraiser		

Date r

RENEW	AL APPLICATION		
APPLICANT:			
		ESCAMBIA COUNTY SUPPL	EMENT
NAME OF BUSINESS:	r Corporation		here is a station of parts
Overheod Dou Tongible Property Acetter 02020838 02020856	,	E E E E E E E E E E	
02019972 Real Property - WDC 01-0094 -	- Really Co	CORIDIA-	
01-0094-	200	FOR BUSINESSES WITH LESS THAN 150) EMPLOYI
		sets that is anticipated to have a long life of use before it has t	
	Please check one:	NEW EMPLOYEES - NEW BUSINESS (At Facility Where Exemption Is Requested)	Please check
Under \$1 Million	Please check one:		Please check
Under \$1 Million \$1 –\$5 Million	Please check one:	Facility Where Exemption Is Requested)	Please check
\$1 –\$5 Million Over \$5 Million		Facility Where Exemption Is Requested) Under 25 Employees	Please checł
\$1-\$5 Million Over \$5 Million Attochment A		Facility Where Exemption Is Requested) Under 25 Employees 25 – 50 Employees	
\$1 –\$5 Million Over \$5 Million		Facility Where Exemption Is Requested) Under 25 Employees 25 - 50 Employees 51 - 100 Employees Over 100 Employees but less than 150 NEW EMPLOYEES - BUSINESS EXPANSION (At Facility Where Exemption Is	
\$1-\$5 Million Over \$5 Million Attochment -A PLEASE LIST CAPITAL INVESTMEN		Facility Where Exemption Is Requested)Under 25 Employees25 - 50 Employees51 - 100 EmployeesOver 100 Employees but less than 150NEW EMPLOYEES - BUSINESS	
\$1-\$5 Million Over \$5 Million Attochment -A PLEASE LIST CAPITAL INVESTMEN		Facility Where Exemption Is Requested)Under 25 Employees25 - 50 Employees51 - 100 EmployeesOver 100 Employees but less than 150NEW EMPLOYEES - BUSINESSEXPANSION (At Facility Where Exemption Is Requested)	
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\$1-\$5 Million Over \$5 Million Attochment -A PLEASE LIST CAPITAL INVESTMEN		Facility Where Exemption Is Requested)Under 25 Employees25 - 50 Employees51 -100 EmployeesOver 100 Employees but less than 150NEW EMPLOYEES - BUSINESSEXPANSION (At Facility Where Exemption Is Requested)Under 25 Employees25 - 50 Employees	

CAPITAL INVES	TMENTS	IF NOT LISTED AND CHECKE CLASSIFICATIONS AND AVER JOB CLASSIFICATIONS	
See Attachnert A	\$COST\$:	CLASSIFICATION: (Note: Add additional sheet if necessary)	Average SALARY\$
TI FULLING FI	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total	\$		\$
IS PROPERTY LOCATED IN A COU	JNTY DESIGNATED E	NTERPRISE ZONE?	Yes No
are listed as a tool only. If a job clas.	sification is not relevant	red to use the following classifications; ti to your business, please write in the job n for that job classification as indicated.	
	RC Attach heck all job classification		AVERAGE SALARY\$
Architect	ure and Engineerin	g Occupations	
Electrical Engineers			
Mechanical Engineers			
Engineer			
	Information Te	chnology	
Computer Information Sys	stems		
Computer Programmer			

Escambia County EDATE Evaluation Form - for businesses that employ[less than] 150 employees

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Page 2

CLASSIFICATION	AVERAGE SALARYS
Life, Physical, and Social Science Occupations	
Survey Researchers	
Urban and Regional Planners	
Social Scientists and Related Workers, All Other	
Healthcare Support Occupations	
Home Health Aides	
Nursing Aides, Orderlies, and Attendants	
Dental Assistants	
Medical Assistants	
Healthcare Support Workers, All Other	
Sales and Related Occupations	
First-Line Supervisors/Managers of Retail Sales Workers	
Cashiers	
Sales Representatives, Services, All Other	
Office and Administrative Support Occupations	
Telephone Operators	
Bill and Account Collectors	
Customer Service Representatives	
Office and Administrative Support Workers	
Installation, Maintenance, and Repair Occupation	<u>s</u>
First-Line Supervisors/Managers of Mechanics, Installers, and Repairers	
Maintenance Workers, Machinery	
HelpersInstallation, Maintenance, and Repair Workers	
Installation, Maintenance, and Repair Workers, All Other	
Production Occupations	
First-Line Supervisors/Managers of Production and Operating Workers	
Assemblers and Fabricators	
Machinists	
Welders, Cutters, Soldiers and Braziers	

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	CLASSIFICATION	AVERAGE SALARY\$
	ADDITIONAL JOB CLASSIFICATIONS NOT PREVIOUSLY LISTED (Add additional sheet if needed)	See Att.D
1		
2.		
3.		
4.		
5.		
6.		
	Christine	E of Applicant Couthact
STAT COUI Swori	OHID TE OF FLORIDA NTY OF <u>HOMES</u> a to (or affirmed) and subscribed before me this 27 day of <u>Feb</u> , 2012, by (name	ne of person making statement).
	ommission expires: <u>9/28/16</u> Rus an Cuttor	SUSAN ALLEN Notary Public, State of Ohio
		Commission Expires Sept. 28, 2014
Perso	nally Known OR Produced Identification	
Туре	of Identification Produced	

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Wayne-Datton, Division of Overhead Door Corporation Account 02019972 U 332321

Attachment A

SYMBOL ECUIPAEUM FOR MARC BARCOLE PROJECT (S OF THEM) 7 PC, DELL INSPIRON 5100, 15.1 XGA, 2.96GHz P4 7 PC, DELL INSPIRON 5100, 15.1 XGA, 2.96GHz P4 7 IAPTOP DELL INSPIRON 5100, 15.1 XGA, 2.96GHz P4 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 2.8GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0 GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0 GHz 7 PC, DELL DIMENSION 800 SERIES, INTEL PENTILIA 4 PROCESSOR AT 3.0 GHz 7 <		Description Age Sac OFFICE FURNITURE LINE 10 - Office Furniture & Office Machines & Library 2 NEW OFFICE FURNITURE 23 NEW OFFICE FURNITURE 23 FURNITURE 23 FURNITURE 23 FURNITURE 27 Security / Surveillance system, plant wide, inside & outside 14 DESK, DOUBLE FED SERVER, MANDGAAVY & HIGH BACK GHAIR WITH ARMS 13 CHARS, (2) AND 1 MAHOGANY CREDENZA FOR REG., FINANCE 13
13044 13064 13068 13068 13068 13069 13067 13077	12677 12677 12677 12677 12677 12677 12677 12677 12678 12008 100080	Age System Number 23 (2090) 23 (2092) 17 (2248) 14 (2238) 13 (3285) 13 (3285)
11/12004 11/12004 11/12004 11/12004 11/12004 11/12004 11/12004 41/12004 41/12004 41/12004 51/12004 51/12004 51/12004 51/12004 51/12004 51/12004 51/12004 51/12004 51/12004 51/12004	4/12/2004 4/12/2004 9/13/2004 1/12/2004 1/12/2004 1/12/2004 1/12/2004 1/12/2004 1/12/2004 1/12/2004 1/12/2005 1/12/2005 1/12/2005 1/12/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2006 1/2/2/2007 1/02/2/2007 1/02/2/2007 1/02/2/2007 1/02/2/2007	Year Purchased 2/16/1988 3/28/1988 5/2/1994 5/1/1997 5/1/1998 9/1/1998
		Estimate of Fair Markot
××××××××××××××××××××××	×××××	Condition Good Avg Poor X X X X X
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		Appraiser's Use Only Condition

Wayne-Datton, Division of Overhead Door Corporation Account 02019972 U 332321

LAPTION, DELL LATHODE LATO, WADPPICE PRO 2003	LAPTOP, DELL LATITUDE D610, W/ FLAT PANEL & OFFICE PRO 2003	LAPTOP, DELL LATITUDE D610, W/ FLAT PANEL & OFFICE PRO 2003	ELL PRECISI	OOMHZ FROM		5	I FX RX	SERVER, DELL EMC CX300, W/ RACK & EQUIPMENT	SERVER, DELL EMC 0X300, W/ RACK & EQUIPMENT	PC, DELL OPTIPLEX GX520, W/OFFICE PRO 2003	DELL PRECISION M90, WOFFICE PRO 2003	LAPTOP, DELL LATITUDE D610, WIDFFICE PRO 2003	PC, DETL OF INTEX GASZO, WADNING PRO 2003			PC. DELL OPTIPLEX GX820 WOFFICE PRO 2003	PC, DELL OPTIPLEX GX620, WIOFFICE PRO 2003	PC, DELL OPTIPLEX GX620, WIOFFICE PRO 2003	i PC, DELL OF HELEX 6X820, WADEFICE PRO 2003			PC DELL OPTIPIEX GX620 WIOFEICE BRO 2003	PC, DELL OPTIPLEX GX520, WIOFFICE PRO 2003	PC, DELL OPTIPLEX GX520, WIOFFICE PRO 2003	DELL PRECISION 380 WIQUADRO GRAPHICS & OFFICE PRO 2003	DISK SPACE, ADDITIONAL UPS CAPACITY FOR DELL RACKS	Der Tor, Dett DATI Der De Jo Pentium M //O, WAFFAE PRO 2003		PC. DELL OPTIPI EX GXEM WIGHELCE BEO 2003	PC. DELL OPTIPLEX GX520 W/OFFICE PRO 2003	LAPTOP, LATITUDE D810, ATI X600 GRAPHICS W/OFFICE PRO 2003	PC, OPTIPLEX GX620 PENTIUM W/ULTRASHARP FLAT PANEL, BACK-UPS	PC, OPTIPLEX GX620 PENTIUM WAULTRASHARP FLAT PANEL, BACK-UPS	PC, OPTIPLEX GX520 PENTIUM W/ULTRASHARP PLAT PANEL BACK-UPS			LAPTOP LATTI DE DETD PENTI I M W W/DETCE DEO 7007 & BACKBACK	LAPTOP, DELL LATITIDE DEG PENTILIM M. WY DEFICE PROTOCOLA BACKDACK	PC. OPTIPLEX 8X280, PENTIUM 4 5703.80GHz W/OFFICE PRO 2003	PC, OPTI-PLEX (\$X280, PENTIUM 4 530 / 3.00GHz	PC, OPTI-PLEX GX280, PENTIUM 4 530 / 3.00GHz	LAPTOP, LATITUDE D610, PENTIUM M 730, W/ REFLECTIONS AND OFFICE PRO 2003	PC, UPTIPLEX GX280, PENTIUM 3.80 GHZ, W/ OFFICE PRO 2003	P. C. CT-C-2011-122-CHAVAS, FUCK USE IN FURM HEAD MONITURING, ASSETTASS	DO LOS DIA 437 ANOS EDDILIOS DI CALUELO LA MALTELO ASSELIO (1441-1446)			PRIVIER ZERRA 14 XI III PRIVIER WI ZERBANET BONTESDA BACCONNICI X14 1444	SCANNER REFIRE POTSKA SCANNER FOR INC. WITH BACONNER SYSTEM (14-11-14)	SCANNER REFURB POTB42 SCANNER FOR USE WITH BARCODING SYSTEM 1441-1449	SCANNER, REFURB PDT0842 SCANNER FOR USE WITH BARCODING SYSTEM (1441-1449)	SWITCH, CISCO CATALYST 48 PORT SWITCH FOR USE WITH BARCOODING SYSTEM (1441-1449)	PC. DIMENSION 4800 SERIES, FOR USE WITH BARCODING SYSTEM (1441-1449)	PC, DIMENSION 4600 SERIES, FOR USE WITH BARCODING SYSTEM (1442-1449)	LAPTOP. LATITUDE DS05 PENTIUM N 725 W/ DEFICE PRO 2003 & BACKPACK	PC. DELL OPTIPLEX GX280 P4 3.00 GHZ	PC. DELL OPTIPLEX GX280 P4 3 00 GHZ	PC. DELL OPTIPLEX GX280 P4 3:00 GHZ	PC. DELL OPTIPLEX GX280 P4 3 00 GHZ	PC DEL OPTIPIEX CXXXXX 24 CC US WILLING SALVES VI USOD UNIXERSI 2500		PC. OPTIPI EX GX280 DENTEM 3 SOCHT WIDEEICE BEO 3003	PC. DELL OPTIPLEX GX280 P 4	MSA ENTERPRISE FILTER SERVER	ROUTER, CISCO VPN SMARTNET WISECURITY BUNDLE	PC, OPTIPLEX GX280, PENTIUM 3.00 GHZ W/ OFFICE PRO 2003	PC, OPTIPLEX GX280, PENTIUM W/OFFICE PRO 2003	PU, UELL UP HPLEX GX280 PENTUM 4 3:00 GHZ W/ OFFICE PRO	LATION DELL CALITOPE DOOS, PENTIUM M 725 (1.8GHZ) 15.0 XGA	DELL FREE WURNSTATION MED, INTEL P-M PROCESSOR 7557200 GHz	Del Docomonatione cese, 1.50 GHZ PENTIUM M 150 XGA ENGLISH	I ABTOR DELL'ATTRIDE CARA E ARACINE DELEVILLA A PROCESSION AL	CESSOR W			PO? DET L DIMENSION & AND SEDIES INTEL DEATHING A DEODESSOD AT 3 O OUT		RSO MINI	Description	
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Wayne-Dalton, Division of Overhead Door Corporation

Account 02019972 U 332321	
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		2,457,66	; ×		4/10/1989	12038	RCOMP	WORTHINGTON ROLLA
		43,392.34	×	•	9/23/1988	12036	LINE 23	CUT OFF-END FORM LI
		38 615.40	 ×;	-	6/20/1988	12035		MODEL 5520 BULK MELTER
		00.000.00	×;	,	3/31/1988	12020		MOLD TO PRODUCE HA
		00,002	×:	•	3/22/15268	12021		RUNNER MOI D/ROLLER
		40 704 700			10011001	40024		
		0.175			8/74087	12021		TENSION DOLL STAND
		51 550 00	×;	-	STOP ART	1.021	24	STEEL EMPOSSING
		10, 100,000		,	0001000	41047		STOCK REEL & COIL CA
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_		22.096.822	×	-	586 J/U/8	13106	R	BRADBURY STATESMA
		92,908,00	×	•	6/30/1985	12014) CRANE (SEE PE# 1424) 26 26	ANDRESS OVERHEAD O
			_				LINE 13 - Machinery & Manufacturing Equipment	
-		495,010.36		6,503.29	TOTAL LINE 11			
New in 2011		2 964.28	×	2,470.23	TROZINT	10355		LAPTOP, M6500 MOBILE
New in ZUTT	_	2,503.01		60.0107	21 11211	70001		
LLAT UZ MON		10-00E		CC-010-2	11 0211	10001		LABIOR DELLATING
Name in 1994		10 LUO C	+	1 52 4M 6	2110112	10051		APTOP DELLATION
Transformed in		01 253 6	×	-	97707006	10296		Dell Laobo-Rick Statuts 5
Transferred In		1.011.15	×	•	8/31/2005	10384	ARKEO APPLEBY	DELL DESKTOP-DEMAR
Transferred in		8,215.98	×	•	6/30/2000	10383	MPUTER-280 PROD LINES [11]	LAPTOP COMPUTER-28
Transferred In		1,087.96	×	,	12/31/2004	10380		DELL DESKTOP-DON DU
Transferred in		2,166.14	×	-	7/31/2008	10294	4	LAPIOP
Transferred in		1,011.15	┢	-	CUTTIFIE	10201		
TH DAUBISTICS		1,104.30	 - 		2000 PCG	10500		
Translower It		1,100.90			824 2005	40000		DEL DESKTOP DEEAN
		1 120 02	×		2000/15/18	10079		DELL DESKTOP-DARLER
Transformed in		1.160.96	×	•	8/31/2005	10278		DELL DESKTOP-CHARLO
Transferred in	-	1,160.96	×	•	8/31/2005	10277		DELL DESKTOP-MELISS
Transferred in	-	1,161.96	×	•	8/31/2005	10276		DELL DESKTOP-DEBRA
Transferred In		1,219.98	×		7/31/2005	10275		DELL DESKTOP-KETTH L
Transforred in		1,219.89	×	,	7/31/2005	102/4		
I I I I I I I I I I I I I I I I I I I		20.570			CONTROL	71701		
IL DOLLOICHTER I		co.ozn'i				1027 1		
I PANANGULAN NI		1,740.00			1202 12001	40074	WITIANS 2	DEL DESKTOP CREC V
		1 000 20		-	12/21/2004	1070	A LACOLINT 7	DELL DESKTOP-SHELLA
Transformed in		11 25 2	×	•	12/31/2004	10269	MCCOLSKEY 7	OP-STEVE
Transformed in		25. 236	×	•	12/31/2004	10268	HA BRYANT 7	DELL DESKTOP-MARSH
Transferred In		32 236	×	•	12/31/2004	10267	ESTPHAL 7	DELL DESKTOP-JIM WES
Transferred In		983.35	×	•	12/31/2004	10266	PH BURNETT 7	DELL DESKTOP-JOESPH
Transferred In		362.536	×	•	12/31/2004	10265	BETH SCOTT 7	DELL DESKTOP-ELIZABE
Transformed by		4,298,20	×	•	6/30/2001	10243	101	Dell Latitude C600 Laptop
Transferred in		2,200.00	×	•	2/29/2000	10231	77 11 1	PERSONAL COMPUTER
Transforred in		2,569.26	×		7/31/2005	10085	ONES 5	DELL LAPTOP-DAVID JO
Transferred in		983.35	×		12/31/2004	10083		DELL DESKIOP-GARY N
in pausiement		1,020.021		•	121014	20001		
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Warrand and a state		1 20.001			NUCLERE	40078		DELL DESCTOP AMAND
		3 150 00	×	_	10/1/2008	47757	EASISHAPE TO VER 2.9 3	SOFTWARE-UPGRADE E
	1	22,363.62	×	•	12/1/2007	17290		PENSACOLA TAPE LIBRA
		3,008.50	×		4/1/2007	13499	JDS 2005 PLATFORM UPGRADE 10-USER	SOFTWARE, AUTOSOLID
		2,864,14	×	•	2/1/2007	13498	DE PRO PLUS 2007	LAPTOP, DELL LATITUDE
		2,975.27	×	-	1005701	18159	PRO PLUS 2007	UNITER DELLINE
		1,438.80	×		3002/12/1	13468		PC, DELL OF IFLEX WIL
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		C++C2++			20121121	10401		LABTOD DELY DECKO
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		3.172.59	×	•	12/1/2006	13455		LAPTOP, DELL LATTINDE
		1,440.42	×	•	12/1/2006	13451		PC, DELL OPTIPLEX GX6
		1,800.88	×		12/1/2006	13450		IPC, DELL OF I IPLEX GXB
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		1 455 44	×	-	12/1/2006	13443		PC. DELL OPTIPLEX GXS
		1 455 44	×	-	12/1/2006	13441		PC, DELL OPTIPLEX GXS
		1,455,44	×		12/1/2006	13440		PC, DELL OPTIPLEX GXS
		1,455.44	×	•	12/1/2006	13439		PC, DELL OPTIPLEX GX6
		2,692.75	×	•	12/1/2006	13438		LAPTOP, DELL LATITUDE
		3,507.37	×	•	12/1/2006	13436	DE DE20, WI FLAT PANEL & OFFICE PRO 2003	LAPTOP, DELL LATITUDE
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			od Avg Poc	Fair Market Ge				
	Appraiser's Use Only	Original Installed Cost	Condition	Estimate or	Year Purchased	System Number	Description Age S	

Wayne-Datton, Division of Overhead Door Corporation Account 02019972 U 332321

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Non- control Non- contro Non- control Non- control </td <td></td> <td>÷</td> <td></td> <td>1/1/1007</td> <td>12461</td> <td><u><u></u></u></td> <td>Vian Machina I antarch mod O Series sent 002726</td>		÷		1/1/1007	12461	<u><u></u></u>	Vian Machina I antarch mod O Series sent 002726
Name Name <th< td=""><td></td><td></td><td></td><td>9/20/1906</td><td>13500</td><td>24</td><td>ing lab un-made inots & test equipment - FROM WOMNE</td></th<>				9/20/1906	13500	24	ing lab un-made inots & test equipment - FROM WOMNE
Noticity IX <		,		01/1005	17058	21	sizing blocks fragm stop
NEXTOR N <td>6,1/25,00 6,2282,00 6,2282,00 6,2282,00 3,3872,50 3,3872,50 3,3872,50 3,3872,50 3,3872,50 1,3288,56</td> <td></td> <td></td> <td>9/1/1905</td> <td>17-15-7</td> <td>15</td> <td>res. sizing blocks. foam stop</td>	6,1/25,00 6,2282,00 6,2282,00 6,2282,00 3,3872,50 3,3872,50 3,3872,50 3,3872,50 3,3872,50 1,3288,56			9/1/1905	17-15-7	15	res. sizing blocks. foam stop
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Lukukuku Lukukuku Lukuku Lukuku <thluku< th=""> <thluku< th=""> Lukuku<td>5,1/25,00 6,5,2002,00 6,5,2002,00 6,5,2002,00 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,825,50 4,177,54 1,825,502,50 7,10,502,50 1,227,502,00 1,227,5</td><td>×</td><td>•</td><td>36651/1/2</td><td>12502</td><td>51 </td><td>pment, PLC to cycle opener for reliability</td></thluku<></thluku<>	5,1/25,00 6,5,2002,00 6,5,2002,00 6,5,2002,00 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,825,50 4,177,54 1,825,502,50 7,10,502,50 1,227,502,00 1,227,5	×	•	36651/1/2	12502	51	pment, PLC to cycle opener for reliability
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NOUNC NOUNC <th< td=""><td>5,1/25,00 6,604,000 6,5280,20 6,5280,20 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,825,50 3,825,50 3,488,95 7,000,00 127,773,97 3,255,250 127,753,77 3,255,250 127,753,77 3,255,250 127,753,77 3,255,250 127,753,77 3,275,250 127,753,77 127,753,</td><td>×</td><td>r</td><td>GERULIA</td><td>12503</td><td>CL CL</td><td>ope, 1 EX Model 400, portable, (used)</td></th<>	5,1/25,00 6,604,000 6,5280,20 6,5280,20 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,825,50 3,825,50 3,488,95 7,000,00 127,773,97 3,255,250 127,753,77 3,255,250 127,753,77 3,255,250 127,753,77 3,255,250 127,753,77 3,275,250 127,753,77 127,753,	×	r	GERULIA	12503	CL CL	ope, 1 EX Model 400, portable, (used)
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No. No. <td>5,1/25,00 6,1/25,00 6,1/25,00 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,1/28,8/3 1,985,60 3,285,60 1,054,63 1,054,63 3,285,60 1,054,04 1,074,05 1,</td> <td></td> <td></td> <td>966 L/L/L</td> <td>12326</td> <td>- 55</td> <td>omatic part unloader, retainer line</td>	5,1/25,00 6,1/25,00 6,1/25,00 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,8/12,50 3,1/28,8/3 1,985,60 3,285,60 1,054,63 1,054,63 3,285,60 1,054,04 1,074,05 1,			966 L/L/L	12326	- 55	omatic part unloader, retainer line
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Mill Mill <th< td=""><td>6,1,1/25,00 6,2680,00 6,3280,00 6,3280,00 28,762,90 7,3872,50 7,3872,50 7,387,50 7,505,505,50 7,505,505,50 7,505,505,505,505,505,505,505,505,505,50</td><td>×</td><td>,</td><td>8/21/1995</td><td>12293</td><td>16</td><td>el cutting system, anti-pinch upgrade</td></th<>	6,1,1/25,00 6,2680,00 6,3280,00 6,3280,00 28,762,90 7,3872,50 7,3872,50 7,387,50 7,505,505,50 7,505,505,50 7,505,505,505,505,505,505,505,505,505,50	×	,	8/21/1995	12293	16	el cutting system, anti-pinch upgrade
Non-Col 1 </td <td>5,1/25,00 6,640,00 6,5400,20 6,5500,26 3,812,50 3,8</td> <td>×</td> <td></td> <td>SN771995</td> <td>12274</td> <td>16</td> <td>CRANE, 14 TON</td>	5,1/25,00 6,640,00 6,5400,20 6,5500,26 3,812,50 3,8	×		SN771995	12274	16	CRANE, 14 TON
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Non-col Non-col <t< td=""><td>5,1/2500 6,2080,00 6,2080,00 6,52080,00 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 1,125,50 1,125,50</td><td></td><td></td><td>APHOD</td><td></td><td>10</td><td>a critico evetam anti-ninch incruda</td></t<>	5,1/2500 6,2080,00 6,2080,00 6,52080,00 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 3,812,50 1,125,50 1,125,50			APHOD		10	a critico evetam anti-ninch incruda
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2 1	6,14200 6,28200 8,28200 3,812,50 3,812,	- x	,	9/30/1994	12263	17	AE BANDERS FOR K-24 UNE #F310F
22 122 122 122 122 123 <th133< th=""> 123 <th133< th=""></th133<></th133<>	6,1,425,00 6,1640,00 6,1550,26 3,817,50 3,917,50	- *		PECT ILE	12324		
1000001 1 </td <td>6,1,42500 6,20800 8,20800 3,812,50 3,812,50 2,872,50 2,872,50 2,872,50 2,872,50 3,825,50 2,825,50 4,177,35 3,2245,68 3,2245,68 3,225,50 2,325,50 2,325,50 3,225,50 2,325,50 3,25,50 3,25,5</td> <td></td> <td></td> <td>1001</td> <td>10000</td> <td></td> <td></td>	6,1,42500 6,20800 8,20800 3,812,50 3,812,50 2,872,50 2,872,50 2,872,50 2,872,50 3,825,50 2,825,50 4,177,35 3,2245,68 3,2245,68 3,225,50 2,325,50 2,325,50 3,225,50 2,325,50 3,25,50 3,25,5			1001	10000		
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 Fearnitude, Bendin, Marken Barner, Barner Bendin, Bendin, Marken Barner, Barner Bendin, Weither Barner, Barner Barner, Barn Wayne-Dalton, Division of Overhead Door Corporation Account 02019972 U 332321 Une, modify / up-grade, reduce change over time , controls from pe87-011 transferred to pe95-022 (198008) sealing machine_sent-automatic_3m 200a_spec ord 3185-200a - FROM WOMNE rr system, window cut-outs, ap Description ನವವವ <u>ជាជាជាជាជាជា</u> Age System Number 12441 12369 12452 12509 12394 12395 12395 12511 12511 12402 12402 Year Purchased 12/11/397 37/11/398 37/11/398 5/7/11/398 6/7/1998 6/7/1998 6/7/1998 7/11/1998 7/11/1998 12/7/1998 12/7/1998 12/7/1998 12/7/1998 12/7/1998 11/1/2000 2/15/2001 2/15/2001 11/1/2000 11/1/2000 4/1/2000 4/1/2000 4/1/2000 5/36/2000 5/36/2000 6/1/1393 8/1/1393 8/1/1393 9/8/1393 601/1999 9/1/1997 9/1/1997 9/1/1997 11//1997 11///1997 11///1997 10/18/2000 6/1/1999 6/1/200 7/1/200 3/1/2004 Estimate of Condition Original Installed Cost Appraiser's Use Only Fair Market Good Avg Poor Original Installed Cost Condition 56,895.78 12,911.39 7,218.00 7,114.80 38,803.87 11, 972, 49 2, 554, 81 1, 909, 08 5, 516, 00 18, 708, 52 18, 708, 52 18, 194, 01 18, 194, 01 18, 194, 01 3,217.65 59,999.16 11,302.46 57.55 75,222.05 99,419,67 13,350.00 5,929.06 6,227.38 665.56 8,640.38 2,585.52 4,582.44 392.76 1770 41 174 59 703 57 262.12 ××××××× < × × × ××××× 1,727,00 8,240,00 17,888,00 77,888,00 7,728,80,04 7,727,850,04 7,727,80 2,125,38 82,134,33 82,134,33 1,724,90 175,651,22 11,951,67 11,951,67 4 080,00 11,363,30 34,393,43 144,865,96 2,390,30 15,500,00 212,710,18 17,773,43 149/236/78 94/3266/78 94/3286/19 91/41289 20,000,00 21,000,00 94/3286 94/3286 94/3286 94/3286 11,1/2244 11,1/2244 11,1/2244 11,1/2245 11,1/245 58,419,21 3,523.00 15,889.76 3,107.69 19,320.33 16,508.14 19 3 Ē 555 Ē 66 66 22 888 Đ D E Ē Ē IJ D L

Wayne-Dalton, Division of Overhead Door Corporation Account 02019972 U 332321

 AFE DOWER EQUIPMENT

 CATERPILLER FORKLIFT MODEL GP30K-GLP

 CATERPILLER FORKLIFT MODEL GP30K-GLP

 CATERPILLER FORKLIFT MODEL GP30K-GLP

 CATERPILLER FORKLIFT MODEL GP30K-GLP

 CATERPILLER FORKLIFT MODEL GP30K-HP

 CATERPILLER FORKLIFT FOR PAGES DEP30K-HP

 CATERPILLER FOR PAGES DEP30K-HP

 RESS, CAM 8 W/D STRAIN SENSORS

 SEMELEX, ILSAFE TIME METER FOR PAGES DEP30K-HP

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 ISED JUNES & LAMISON MODEL, FC.20.39" OPTICAL, COMPARATOR
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 PARTHER DULL SCALE SYSTEMS WITH VOLTAGE TRAJ. JUNCTION BOX & DIGITAL DISPLAY/PROS
 X44 COMTROLS UPGRADE FOR THE ROLL FORMUS
 SALE SYSTEMS FOR THE ROLL FORMUS
 ISED STATUTION NOT A DIGITAL DISPLAY/PROS
 X44 COMTROLS UPGRADE FOR THE ROLL FORMUS
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 VERVIRE SPEED VERTICAL MILL 3HP WITH DIGITAL READ OUT - (PCR W1185)
 VERVIRE STRUMPING MACHINE 20020, 460V, SIGNODE, WROLLER TABLE
 HB-4300 FLASTIC STRAPPING MACHINE 20020, 460V, SIGNODE, WROLLER TABLE
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 HB-4300 FLASTIC STRAPPING MACHINE 20020, 460V, SIGNODE, WROLLER TABLE
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Wayne-Datton, Division of Overhead Door Corporation Account 02019972 U 332321

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59.13	11,6		1	4/1/2008	17718	
41.81	47,3	×		4/1/2008	17661	LOAD FOR ROLL-UP DOORS
41.31	5.8	×		3/1/2008	17601	
20 02	11.1 11.1			2/1/2008	17659	JR LINE .
20.59	2/12	×)>		2/1/2008	17591	
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86.05	9, 2	×		1/1/2008	17682	
86.722	6,66	×		1/1/2008	17673	
84,95	72.3	×		1/1/2008	17670	E BAR CODE & LABEL PRINTER 1 3
435	1.6	×	- 1	1/1/2008	17656	E FRICTION MAGIC ARM WITH CAMERA PLATFORM
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27.00	24,63	×	3,762.46	12/1/2006	13469	
25.68	48,13	×	33,838.14	12/1/2006	13467	
36.00	7,90	×	5,356.80	12/1/2006	13428	
98.25	12,63	×	8,782.94	11/1/2006	13420	
98.25	12,62	×	8,782.94	11/7/2006	13419	
98.24	12,60	×	8,782.96	11/1/2006	13418	
38.24	12,63	×	8,782.95	11/1/2006	13417	
36.77	7,43	×	3,618.59	11/1/2006	13415	
36.76	7,48	×	3,618.59	11/1/2006	13414	
33.12	12,86	×	8,896.99	11/1/2006	13413	
8.11	12,86	×	8,896,98	11/1/2006	13412	S S
3.11	12,86	×	8,896.98	11/1/2006	13411	
5.83	16,23	×	7,876.23	11/1/2006	13406	S S
8.00	20.48	×	9,898.67	11/1/2006	13402	N SLIMLINE PLATEN STYLE SPOT WELDER
57.93	45 85	×	28,495.35	11/1/2006	13401	
7.03	8.12	×	3,857,49	10/1/2006	13486	
083	4.58	×	2,175.91	10/1/2006	13485	
15.45	83.63	×	47,595,45	9/1/2006	13399	
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1173101 101/2000 435/2010/2 </th <th></th> <th>ى خارى بىرىماناتىنى ئاشىغان بان - بىرى قاناتان بىرىمان بارىمى بايان يۇنىلىق ياغان بىرىمىغىرى مەللىك</th> <th></th> <th></th> <th>والإن ومحول والمقافلات فيمام والمحادث المحادث والمحاول والمحاول والمحاول والمحاول والمحاول والمحافظ والمحاد والمحاد</th> <th></th> <th>LASTER</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th><u> </u></th> <th>10027</th> <th></th> <th></th> <th>KET</th> <th></th> <th>134100006</th> <th>134100001</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>1S STO MODEL 75IN25 EXTRUDER</th> <th>Cescription</th>																	ى خارى بىرىماناتىنى ئاشىغان بان - بىرى قاناتان بىرىمان بارىمى بايان يۇنىلىق ياغان بىرىمىغىرى مەللىك			والإن ومحول والمقافلات فيمام والمحادث المحادث والمحاول والمحاول والمحاول والمحاول والمحاول والمحافظ والمحاد والمحاد															LASTER										<u> </u>	10027			KET											134100006	134100001							1S STO MODEL 75IN25 EXTRUDER	Cescription
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Wayne-Datton, Division of Overhead Door Corporation Account 02019972 U 332321

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Wayne-Daiton, Division of Overhead Door Corporation Account 02019972 U 332321

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DIES FOR WINDLOAD POST STRAP		Account 02019972 U 332321
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DIE #540 CHANGE, MOVE 6 HOLES IN EACH DIE DIE #540 CHANGE, MOVE 6 HOLES IN EACH DIE		CIE #350 Churdine Church & Asturn Anne Asturn Anne Anne Anne Anne Anne Anne Anne An		DIE #323 CHANGE MOVER HOI ESIN FACH DIE		DIE #997 END STILE 211H 409542-2101	DIE #926	DIE #922, END STILE 18 RH 410394-1802	DIE #922, END STILE 18 RH 408542-1802, CHEN SUN			THE HAR END STILE A BH ADSAD-DAD	DIE #914. CTR STILE 18SL 409687-0018	DIE #914, CENTER STILE 3 DIE REWORK	UE #314 CHANGE, CLR STILE 21 405007-5010		DIE 4014 CUANCE CTD STILE 18SI A06587.0018	DIE #912 CHANGE CTR STILE 21 409687-0021	DIE #912 CHANGE	DIE #912 CENTER STILE (3) DIE REWORK				DIE #0982_405910.2412	DIE #0981, 405910,2411	DIE #0975 408581.0008			DIE #0974 40648 0003 40658 0005	DIE #0974. 408680.0002/0008/408699.0001	die #0973, 408680.002/0008/408639.002		ULE HUSD CRAWSE, HUSDES TOUTIZ TOT	DIL BOOLD CHANGE ADDRO 1201 2101	DIE #0344 408681 0000 134500020 004	DIE #0944, 408680.002/008/408699.001	DA 3340 CHANGE	DIE #0938, 408580,0002/0003/408699,0001			DIE SCOSE PLANDE AD0800 3404	DIE #0926	DIE #0921, 408880.0002/0009/408699.0001	DIE #0921, 408680.0002/0008	DIE #0906, TOOLING UPDATE ON RESISTILES	DE #0305, 403550,002/004/46539.001					DIE #0389 220004 0001 720015 0001 720017 0001 720022 0001	PLASTIC DOOR TOOLING	MODIFY PLATE RAIL ROLL TOOLING	9100 TOOUNG & DIES	WINDOW CUT-OUT DIE	TOOLING-IMPACT RESISTANT BOTTOM BRACKET	MODIFY TOOLING PER EMPCD 1749	LOOLING, SONOMA EMBOSSING DIE		TOOLING, FORMOUTLE FORDER ALL THE WITH THE ALL	TOOTING FOR FORST DANEL DIE - RECONDITIONING	EMPOSSING BOILS - FOAM CORE LINE	TOOLING, 8000 CENTER STILE PROGRESSIVE DIE	TOOLING, 8000 END STILE PROGRESSIVE DIE	TOOLING, FOAMCORE II	DIES, SEVEN DIES IN TRACK DEPARTMENT			TOO NO STORN CLIETARY MAN IN CRANK - DIE CASTING (SEE NOTES)	TOOLING STORM CURTAIN MANUAL CRANK - FOR BEARINGS (SEE NOTES)	TOOLING, TO DEVELOP/PROTOTYPE PR2000 - STILE, HINSE (SEE# 1356)	PROGRESSIVE DIE ON THE FCII ENDSTILES	TOOLING TO DEVELOPE/PROTOTYPE PR2000 - STILE, HINGE TOOLING COST ET AL	RATCHET PAWL DIE EX-02133 - TORQUEMASTER II SPRING TENSIONING SYSTEM	CAVITY AND CORE INSERTS EX 02134 (WINDING SHAFT) TORQUEIDAS LER ILSERING LENSIONI		DOCORRECTION DUCTOR DOCUMENT DATION OF DE DECORRECTION DE	BATCHET WASES MOLO, TOPOLIEVASTER II SPRING SYSTEM TENSIONNIG SYSTEM	ANNI IAI SHARPENING AND REPAIR OF THE BYS RAISED PANEL DIE (FOAM LINE)	TOOLING, FABRIC STORM PANEL PACKAGING	DIES FOR WINDLOAD POST STRAP		Description		Account 02019972 U 332321
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Wayne-Dalton, Division of Overhead Door Corporation Account 02019972 U 332321

Wayne-Dalton, Division of Overhead Door Corporation Account 02020838 F 332321

		2,909,617.57				415,659.65	Line 13 Totals	L		
		649,525.69		×		92.789.38	12/1/2005	13346	- л	SILU
튭		248.054.38		×		35,436.34	12/1/2005	13345	6	IRAIL
8		251,696,56		×		35,956.65	12/1/2005	13344	6	SMALL EXTRUDER
Ē		26,898.56		×		3,842.65	12/1/2005	13343	6	ELECTRICAL SURFACE TREATING SYSTEM
B F		70,429.80		×		10,061.40	12/1/2005	13342	Б	PULLERS/ENCODERS/SORAP CUTTER
B E		196,998,62		×		28.142.66	12/1/2005	13341	6	EXTRUSION CONTROL SYSTEM
Ē	_	154,797.82		×		22,113.97	12/1/2005	13340	- Б	EMBOSSING CALIBRATION
E E		145.971.79		×		20,995,97	12/1/2005	13339	6	DIE CALIBRATION
Ē		111,963,31		×		15,994,76	12/1/2005	13338	σ	CHILLING SYSTEM
	_	142,060,37		×		20,294.34	12/1/2005	13337	6	BOSLER
	-	910,220,67		×		130.031.52	12/1/2005	13336	6	TWIN EXTRUDER
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l	APPRAISER'S USE ONLY	Original Installed Cost		Condition		Estimate of Fair Market Value	Year		Age	Description

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Account 02020856 F 332321	Wayne-Datton, Division of Overhead Door Corporation
	or Corporation

System No	PC, DELL DIMENSION 4430 WAMONITOR & PROTEL 99 SE SOFTWARE PC, DELL INSPIRON 4150 NOTEBOOK FOR OPERATOR MGR	Ψ	PRINTERS, (2) HP DESKJET 940C	PRINTER, HP LASERJET 8150DN	PC. DELL DIMENSION 4400 W/MONITOR	PC. DELL DIMENSION 4400 WIMONITOR	PC, DELL DIMENSION 4400 WIMONITOR	SCANNER, HP SCANJET 5400 CX			PC. DELL DIMENSION 4550 P4 2 405HZ	DELL DIMENSION 8250 SERIES P4 2,40 GHZ	LAPTOP, DELL INSPIRON 8200 P4 2.0GHZ	AEDAA MAMIEA 140A MI MUSI, SILU, MAMISERVER II		ZERRA DRIVITER 140XI III DI 16 STD. DRIVITSEDVICO II	PC, DELL DIMENSION 4550 P4 2.40GHZ	LAPTOP, DELL DIMENSION 8250 P4 2,40GHZ	ZEBKA PRINJER 140X	107 IV. DELL BASTINUN SIDO ISU ANA 2.4 GPZ PA	(USOC) AUTOUR (VARGECS) EQUIEMENT (VARACE CAN DATAMET)		PC DELL DIMENSION 45/0 PA 2 4/0HZ	LAPTOP. DELL INSPIRON 5100 14 1 XGA 2 4 GHZ P4	LOGIX 5555 PROCESSOR WITH 750K BYTE MEMORY	CISCO 48 PORT BLADE CATALYST 4006 SWITCH	PC, DELL DIMENSION 4500 P4 2-40GHZ	re, delle dimension 4500 P4 2.40GHZ			LAPTOP DELL INSPECIAL AGHZ	PC DELL DIMENSION 8200 P4 2 80 GHZ	PC, DELL DIMENSION 8300 P4 2.80 GHZ	PC, DELL DIMENSION 8300 P4 2.8GHZ	CISCO SWITCH FOR MACHINE SHOP	NAS SERVER, DELL POWERVAULT 1281 SU RACK	COELE FORVERVENUEL / SOUNDING EL PENYTRUM III 1. JAGMZ	DELL DIMENSION 4550 P4 X536HX		LADTOD INCL. INCOMPANY SEED AS AVAILABLE AND AN AVAILABLE AND	PLATBANEL MONTOR KEYBOARD NOTINE INSTALL	DELL POWEREDGE 4210 RACK MONITOR	ZEBRA PRINTER 140XII	ZEBRA PRINTER 140XIII	ZEBRA PRINTER 140XII	PC, DELL DIMENSION 4500 P4 2,40GHZ	PC, DELL DIMENSION 8200 P 4 2 40 GHZ	PC, DELL DIMENSION 4550 P4 2.53GHZ	DATION, UELL INSPIRON 4150 1./054/2 P4 32 MB VIDEO	(STMSOL EQUITMENT FOR BARCODE PROJECT	CUSCU CATALTST 4000 CHASSIS & SLOT SUP III WIZ GE AS P/S FANS	The second	The Design of th	PO DELL DIMENSION 4000 F4 240 GEN		IPC DELL DIMENSION 4000 P4 240 GPL					LAPTOP DELL INSPIRON 8500 P4	PRINTER LASER JET \$1500N			TENSILE TESTER, MODEL 952KVC0400-2K	OFFICE FURNITURE	PHONE SYSTEM, AVAYA G3SI W/BCMS VU	PHONE SYSTEM, AVAYA G3SA W/BCMS VU	POLIZING LABLE, OFFICE FURNITURE AND SUPPLIES FOR PLANT EXPANSION		DEEDINGU CONECCENCE TABLE	CONVERT DA NEL SYSTEM I TORIA DEEDE DANIEL SYSTEM	SECURITY CAMERA SYSTEM	IN PLANT RADIO COMMUNICATION REPEATING SYSTEM	LINE TO - UTICE FURNINE & Office Machines & Ubrary	I INE 40 - DEAL BLOWHILL & DEAL MARKING & I BARRY	
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Wzyne-Dalton, Division of Overhead Door Corporation Account 02020856 F 332321

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		12,385.00	-	×	-	0.00	9/1/2001	12745		~	t	EMDUSSING NULLS, (1) SET WULLUSKAIN & SIDE KULL STANUS
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		36,700.00		×		0.00	11/1/2001	12741	œ			ייייייין איז
		57,800.15		×		7,077.99	3/15/2002	12767	ŀ	σ	t	TOOLING, DOED AND TOODARDOUT HAS FOUND ING DIES
_1		90,900.00		×		9,212.82	4/1/2002	12824		0	t	
ا ۔۔		15,726,00		×		0.00	415/2002	12/00	10	» u	t	WORK GEAR MOI D AND 35 TOOTH GEAR MOI D & CANADA
L		117,077.25		 >		13,0/3,41	GI IIZUUZ	12020	5	0	t	DIES, PRINTING & CLITTING FOR I DWES BOOD WAYNEMARK
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		94 SD 85		×		7.368.17	12/1/2002	12822	9	8		REPARS TO DRIVE SYSTEM, CHAIN, SPROCKETS
		6.600.00		×		78.58	3/1/2003	13041	9	60	ŀ.	PER LOCALING FOR FORMOUSE II
		10,769,00		×		128.21	1/1/2003	13029	ç	α	t	
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Ĺ		14.049.03				0.00	COUCH P	17055	•	2		TOOLING, MODIFY PRE-NOTCH TOOLING USED FOR PRZNDD TO PRODUCE 2000
L						000	1/1/2/002	12949	8	7	~	PROGRESSIVE DIE PN EX-02327 TO PRODUCE STRAP (WINDLOAD POST SYSTEM 9200)
1		35 774 04		×		0.00	1/1/2003	12947	8	7	-	LUCITING FOR F/N EX-023/2 (WINDLOAD POST SYSTEM 9200)
		44.000.00		×		5,997.17	1 1/1/2003	12923	6	-	-	
1	-	10,180.00		×		0.00	1/1/2003	12918	œ		ſ	
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L		1.1.1.1				08 V 48 55	1/1/2003	12873	8	7	-	ROLL FORM TOOLING TO PRODUCE PR 2000 PAN PER EX-01055-TI2
T		10 171 270		×		0.00	1/1/2003	12872	80	7	-	PRINTING AND CULTING DIES FOR LOWES / MENARDS TOTAL PACK
1		17 520 00		×		00.00	2/1/2003	12950	8	7		RECONDITION MODEL 8000 EMBOSS DIE (MALE AND FEMALE LOCK BEADS)
1		19 53333		×	-	0.00	2/1/2003	12865	8	7		NEW FORM DIE FOR EURO DOOR LER HAND STILES
1		1.180.00		×	-	0.00	2/1/2003	12834	8	-		
1		11,188,38		×	-	0.00	4/1/2003	12948	~	1		PRINTING AND CUTTING DIES FOR WINDLOAD POST SYSTEM
1		38,133,18		×		00.00	4/7/2003	12944	ß	~	-	PROVINE AND A THE FOR EAUGED TO WINDLOAD POST SYSTEM FOR 9200 SERIES)
1		168 794 78		×		33,082.50	4/1/2003	12943	∞	7	-	URES, 85 CUTTING AND PRINTING DIES FOR TOTAL PACK
Ĭ		49 301 00		×		9,662.65	4/1/2003	12875	8	7		OF IMA END CAT DE MODIFICATIONS
5 4		41 725 00	-	×		11,754,51	6/1/2003	12996	œ	~	ŀ	
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L		8,750.00	T			000	CH 2000	43054	20	1		TOOLING AND DIES FOR 600 TON PRESS
L		0.0019		() ()	Ì	0.00	71/2000	17005		7		WORM GEAR (EX-99143) BRONZE FOR J-DRIVE
L		0,022.00	T				7/1/2003	12904	8	7		WORM GEAR (EX-99143) BRONZE FOR LORIVE
1		10.000		×		000	8/1/2003	12961	∞	7		PRENOTCH DIES AND TOOLING (8000 SINGLE TRAIL M2307 AND LEAD TRAIL M230285)
1_	Condition	1 10 103 50	1.55	×		000	8/1/2003	12936	8	7		NEW CEE CHANNEL TOOLING
L	AT FIGURE ON THE OWL	Original Installed Cost	5	Av.		Value	Year Purchased	System No	200			
ľ	APPRAISED'S INE ON V			Condition	-	Estimate of Fair Market	-		7.22			Description

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TOTAL LINE 11 DISPOSALS 12797 11/1/2002

0.00

2,745.91

TOTAL LINE 24 DISPOSALS

0.00

7,800.00

ATTACHMENT B OVERHEAD DOOR ATTACHMENT TO THE 2012 ESCAMBIA COUNTY SUPPLEMENTAL EDATE

	Classification	Average Salaries	# of Employees
Overhead Door/Wayne-Dalton	Door or Window MFG Metal Clerical, Administrative	\$16.07 \$31.97	124 38
	Total Employees		162

Other employees at site(In Home Run Holding employees at location

56

Total Employees aT Pensacola Site

218

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

REGULAR BCC AGENDA – Continued

- 8. Continued...
 - B. The Board of County Commissioners Escambia County, Florida, Meeting Schedule August 2, 2010 August 6, 2010 Legal No. 1478062, as published in the Pensacola News Journal on July 31, 2010, as follows:

August 2	3:30 p.m.	Tourist Development Council Meeting
August 4	8:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 4	8:30 a.m.	Application Committee for Competency Board
August 4	9:00 a.m.	Construction Industry Competency Board
August 4	1:00 p.m.	Development Review Committee
August 5	9:00 a.m.	Agenda Work Session
August 5	9:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 5	1:30 p.m.	Citizens Environmental Committee
August 5	3:00 p.m.	Board of County Commissioners Attorney-Client Session
August 5	4:30 p.m.	Board of County Commissioners Public Forum
August 5	5:30 p.m.	Board of County Commissioners Public Hearings & Reports
NEXT WE	EK'S NOTE:	
August 9	8:30 a.m.	Planning Board
August 9	1:00 p.m.	FL-AL TPO – Technical Coordinating Committee
August 9	3:30 p.m.	FL-AL TPO – Citizens Advisory Committee
August 9	5:30 p.m.	Marine Advisory Committee
-	•	-

9. <u>5:31 p.m. Public Hearing</u>



Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Item B and adopting an Ordinance *(Number 2010-24)* renewing, for the 2010 tax year forward, Ordinance Number 2003-52 and Ordinance Number 2008-14, which granted Wayne Dalton Corporation certain County Economic Development Ad Valorem Tax Exemptions (EDATEs), and amending the Ordinances to correctly identify the property owner and EDATE recipient as "WDC Florida Realty Company I, LLC, a wholly-owned subsidiary of Overhead Door Corporation."

Speaker(s) - None.

dch

Escambia County Clerk's Original 8/5/2010 5:31pmPH

ORDINANCE NUMBER 2010-_24

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RENEWING ORDINANCE 2003-52 AND ORDINANCE 2008-14 ESTABLISHING EXEMPTIONS FROM ESCAMBIA COUNTY AD VALOREM TAXATION AND AMENDING SAID ORDINANCES TO TRANSFER THE EXEMPTIONS FROM WAYNE-DALTON CORPORATION TO WDC FLORIDA REALTY COMPANY I, LLC, A WHOLLY OWNED SUBSIDIARY OF OVERHEAD DOOR CORPORATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

WHEREAS, on November 6, 2003, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2003-52 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

WHEREAS, on March 6, 2008, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

WHEREAS, In June 2009, Wayne-Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne-Dalton Corporation, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

WHEREAS, in March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATEs granted to the prior property owner, Wayne-Dalton Corporation.

WHEREAS, the Board of County Commissioners finds that renewing Ordinance 2003-52 and Ordinance 2008-14 and amending said ordinances to reflect the proper name of the current property owner is in the best interest of the 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. Amendment.

Ordinance 2003-52 and Ordinance 2008-14 are hereby renewed and amended to transfer exemptions established thereby for Escambia County Economic Development Ad Valorem Taxation from Wayne-Dalton Corporation to WDC Florida Realty Company I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

Section 2. <u>Severability.</u>

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

Section 3. 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 4. Effective Date.

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

DONE AND ENACTED this <u>5th</u> day of <u>August</u>, 2010.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

(Seal

Enacted: August 5, 2010

Filed with Department of State: August 10, 2010

Effective: August 10, 2010

Grover C. Robinson, IV, Chairman Date Executed

200

This document approved as to form and legal sufficiency. By: Title: Date: T(26/10 2010-000839 BCC Aug. 05, 2010 Page 9 Additional Backup 5:31 P.H. BCC: 08-05-10



Chris Jones, CFA

Escambia County Property Appraiser 221 Palafox Place, Suite 300 • Pensacola, FL 32502 Phone 850 434-2735 • Fax 850 435-9526

. . .



June 30, 2010

Ms. Tonya Green County Administration Escambia County 221 Palafox Place, Suite 420 Pensacela, FL 32502

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RE: Economic Development Ad Valorem Tax Exemption Parcel ID #01-0094-202 and 01-0094-200

Dear Ms. Green:

This is the Escambia County Property Appraiser's response to Larry Newsom's request to review the above referenced EDATE.

Wayne Dalton Corporation originally filed an Economic Development Ad Valorem Tax Exemption (EDATE) application on this property and was granted an exemption that was set to end after 2011. (Ordinance #2003-52). The "expansion of the existing business" EDATE application was filed and granted which is set to expire 12-31-2017, (Ordinance #2008-14).

Wayne Dalton Corporation sold this parcel of real estate to WDC Florida Realty Company I LLC on June 26, 2009, (OR 6477 P 1814) who is now the legal title owner of the real estate.

On March 1st, 2010, Overhead Door Corporation filed a renewal EDATE application for subject parcel.

The Escambia County Property Appraiser (ESCPA) office finds the following to be problematic in the granting or renewing of this exemption for 2010:

1.) No continuity of ownership title to the real estate

ESCPA notified the County and Christine Guthrie, Attorney for Wayne Dalton Corp., that the legal ownership title to the real property is in the name of WDC Florida Realty Company I LLC (dated June 26, 2009). Ms. Guthrie states that all property was sold December 7, 2009, to Overhead Door Corporation.

2010-000839 BCC Aug. 05, 2010 Page 10

Ms. Tonya Green June 30, 2010 Page 2

This office checked the public records and found (8) documents transferring legal ownership title from Wayne Dalton Corporation to Overhead Door Corporation on (7) parcels of real estate in Escambia County. We, however, found no deed of transfer for the EDATE parcel in question. We have informed Ms. Guthrie and Escambia County of this error.

2.) No corporate documents recorded evidencing ownership transfer

ESCPA has been unsuccessful in obtaining official recorded documents to Overhead Door Corporation nor a merger or name change that includes WDC Florida Realty Company I LLC.

This office requested a corrective deed transferring legal title of the real property from WDC Florida Realty Company I LLC to Overhead Door Corporation with a statement that "the intended transfer of the subject property to Overhead Door Corporation did not occur in 12/09, due to an oversight." We find no corrective document recorded to date.

3.) Employee Staffing Numbers

The original EDATE (2003) states 308 employees The expansion EDATE (2008) states 507 which included 361 existing and 146 positions created by 12/31/09. The "Renewal EDATE" (2010) states total employment of 140 (76 – Overhead Door) (64 – Wayne Dalton).

As evidenced above, the employment numbers are well below the anticipated, and according to Matthew Douglas, CPA for Wayne Dalton, the plant is not operating at full capacity.

In conclusion, this office wants the County to recognize that while Overhead Door states they own WDC Realty, we find no official record to support that claim thence no continuity of ownership and use which we feel is a requisite to qualify for the EDATE. Further issues may be raised when considering the employment base that is current compared to what was promised when the EDATE was issued.

Sincerely, Chris Jones EFA ESCAMBIA COUNTY PROPERTY APPRAISER

2010-000839 BCC Aug. 05, 2010 Page 11

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Ms. Tonya Green June 30, 2010 Page 3

/bs

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Enclosures

cc: Larry M. Newsom, Interim County Administrator Alison Rogers, County Attorney Kristin D. Hual, Assistant County Attorney Honorable Grover C. Robinson IV, Commission Chairman



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2830	Public Hearings 11.
BCC Regular M	eeting
Meeting Date:	07/12/2012
Issue:	5:32 p.m. Public Hearing - Permit Renewal - Oak Grove Land Clearing Debris Disposal Pit
From:	Patrick T. Johnson, Department Director
Organization:	Solid Waste
CAO Approval:	

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit.

<u>Recommendation:</u> That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

[Funding: Fund 401, Solid Waste, Account Number 343402]

BACKGROUND:

The Oak Grove Land Clearing Debris Disposal Pit is needed for services to the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the application for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Oak Grove Permit Oak Grove Appl. PNJ Legal Notice



Solid Waste Management Department 13009 Beulah Road Cantonment, FL 32533 Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	Escambia County BOCC
Facility Name:	Oak Grove Land Clearing Debris Disposal Pit
Facility Type:	In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	1996-1-001LDD
Original Date of Issue:	December 23, 1996
Renewal Date:	July 12, 2012
Expiration Date:	July 11, 2013
Development Review #:	N/A
Date:	
Total Acreage of Facility:	26 Acres
Total Area Licensed for Disposal:	20 Acres

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located on a 26-acre site on 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

- 1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
- 3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
- 4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.
- 5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
- 6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

- 7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
- 8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
- 9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
- 10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
- 11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
- 12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director

Solid Waste Management 13009 Beulah Road Cantonment, FL 32533

Phone	850-937-2160
E-mail	Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler

Engineering Project Coordinator Department of Solid Waste Management 13009 Beulah Road Cantonment, FL 32533

Phone850-937-2160E-mailDOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

2. Aerial and Vertical Height.

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

3. Fencing and Access Control.

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

4. Cover Material and Application

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

5. **Operational Hours**

Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).

6. Volume Reduction

Volume reduction may <u>not</u> be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

7. Dust Suppression.

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

8. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all liter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

13. Required Reports

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

14. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 1996-1-001LDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160 Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By:_

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

By:

Deputy Clerk

BCC Approved:

This document approved as to form

BOCC Authorization Date:

Permit Issue Date: July 12, 2012

Permit Expiration Date: July 11, 2013

Issuing Officer: Patrick T. Johnson Department Director, Solid Waste Management

Date:

Signature



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A CONSTRUCTION AND DEMOLITION DEBRIS OR LAND CLEARING DISPOSAL MANAGEMENT FACILITY

Escambia County Department of Solid Waste Management APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

- 1. Type of facility (check all that apply):
 - [] Regional
 - [] Rural
 - [] Infili
 - [] Transfer
 - [</] Land Clearing Debris (LCD)
- 2. Type of application:
 - [] Construction
 - [✓] Operation
 - [] Construction/Operation
 - [] Closure

3. Classification of application:

[]	New	[]	Substantial Modification
[/]	Renewal	[]	Intermediate Modification
		[]	Minor Modification

- 4. Facility name: Oak Grove Land Clearing Debris Disposal Pit
- 5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99

Oak Grove area of Escambia County (Walnut Hill)

- 7. Location coordinates:
 - Section: <u>4</u> Township: <u>4N</u> Range: <u>32W</u>
- Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 '
- 8. Applicant name (operating authority): Department of Solid Waste Management
 - Mailing address:13009 Beulah RoadCantonmentEscambia32533Street or P.O. BoxCityCountyZipContact person:Doyle ButlerTelephone:(850)937-2148

	Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us							
9.	Authorized agent/consultant:							
	Mailing address: 13009 Beulah Road Cantonment Escambia 32533							
	Street or P.O. Box City County Zip							
	Contact person: Doyle Butler Telephone: (850) 937-2148							
	Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us							
10.	Landowner (if different than applicant): Escambia County BOCC							
	Mailing address: 13009 Beulah Road Cantonment Escambia 32533							
	Street or P. O. Box City County Zip							
	Contact person: Patrick T. Johnson Telephone: (850) 937-2160							
11.	Email: <u>ptjohnson@co.escambia.fl.us</u> Date site will be ready to be inspected for completion: <u>06/28/2012</u>							
12.	Expected life of the facility: 7 years years							
13.	Estimated costs:							
13.	Total Construction: \$ Completed Closing Costs: \$							
14.	Anticipated construction starting and completion dates:							
	From: <u>Completed</u> To:							
15.	Expected volume or weight of waste to be received: <u>58</u> yds ³ /day.							

- B. DISPOSAL FACILITY GENERAL INFORMATION
 - 1. Provide brief description of disposal facility design and operations planned under this application:

	The Oak Grove Landclearing Debris Pit is a 26 acre site with 20 acres							
	used as a repository for landclearing debris. The site is a former borrow							
	pit with an uneven bottom surface, which accepts landclearing debris							
	generated by residents of the North end of Escambia County.							
•								
2.	Facility site supervisor:Patrick T. Johnson							
	Title: Director Telephone: (850) 937-2160							
	Email: ptjohnson@co.escambia.fl.us							
3.	Disposal area: Total <u>20</u> acres; Used <u>10</u> acres; Available <u>10</u> acres							
4.	Security to prevent unauthorized use: [./] Yes 🔲 No							
5.	Charge for waste received: <u>8.14</u> \$/yds ³ \$/ton							
6.	. Surrounding land use, zoning:							
	[] Residential [] Industrial [∕] Agricultural [] None							
	[/] Agricultural [] None [] Commercial [] Other Describe:							
7.	Types of waste received:							
	[] C & D debris [/] Land Clearing Debris							
8.	Attendant: [/] Yes [] No Trained operator: [] Yes [] No							
9.	Spotters: [/] Yes [] No Number of spotters used:							
10	Site located in: [] Floodplain [] Wetlands [/] Other							
11	.Property recorded as a Disposal Site in County Land Records: [/] Yes [] No							

12. Days of operation: Mon thru Fri & Sat.

- 13. Hours of operation: 8:00am 4:30pm
- 14. Days Working Face covered: _____
- 15. Elevation of water table: <u>182</u> Ft. (NGVD 1929)
- 16. Storm Water:

Collected: [✓] Yes [] No

Type of treatment: Retention via pit depressions

Name and Class of receiving water: Little Pine Barren Creek > 800' away

- 17. Required submittals for issuance of permit.
 - a. Boundary survey signed and seal by a registered Florida surveyor.
 - b. Site Plan Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
 - c. Operational Plan Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

[] No	[] Yes	
Date:		
Project I	Number:	. <u></u>
19. Develop	ment Order issued.	
[] No	[] Yes	
Date:		

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Escambia County BOCC is aware that statements made in this form and attached information are an application for a Land Clearing Debris Pit Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Doyle Butter

Signature of Applicant or Agent

Doyle Butler, Engineering Project Coordinator

Name and Title (please type)

dobutler@co.escambia.fl.us E-mail address (if available) 13009 Beulah Road Mailing Address Cantonment FL 32533 City, State, Zip Code

(850) 937-2148 Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Signature

Brent Schneider, P.E./ Eng. Env. Qual. Mgr. Name and Title (please type)



13009 Beulah Road Mailing Address

Cantonment, FL 32533 City, State, Zip Code

bdschneider@co.escambia.fl.us Email Address (if applicable)

(850) 937-2160 Telephone Number

Date

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NOTICE OF INTENT TO ISSUE AN INTERIM PERMIT
NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida to con- duct a public hearing to consider renewing a permit to Oak Grove Land Clearing Debris Disposal Pit, on Thursday, July 12, 2012, at 5:32 p.m. in the BCC Meeting Room, First Floor, Escambia County Government Complex, 221 Palafox Place, in accordance with Ordinance 2006-24:
RENEW A PERMIT TO CONSTRUCT AND/OR OPERATE A LAND CLEARING DISPOSAL MANAGEMENT FACILITY, FOR OAK GROVE LAND CLEARING DEBRIS DISPOSAL PIT, LO- CATED AT 745 COUNTY ROAD 99 NORTH, WALNUT HILL, FLORIDA, OWNED BY ESCAMBIA COUNTY.
Any interested party may appear at the public hearing and be heard regarding the issuance of the interim permit.
Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing aspecial accommodation or an interpreter to participate in the public hearing should contact Andela Crawley. Program Coordinator, County Administration (850) 595-4900, at least seven days prior to the date of the hearing.
Board of County Commissioners Escambia County, Florida
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Legal No. 1568083 1T June 30, 2012

\$202.36

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Ashley Gafford Pensacola News Journal and <u>www.pnj.com</u> 101 E. Romana St., Pensacola, FL 32502 850.435.8616(direct) 850.435.8570 (fax)



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

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-DIFFICIO CLERIK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report 12. 1.

AI-2875 BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Acceptance of Reports From: Doris Harris Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Payroll Expenditures for Pay Date July 6, 2012, in the amount of \$2,141,251.09;

B. The following two Disbursement of Funds:

(1) June 21, 2012, to June 27, 2012, in the amount of \$1,442,590.59; and

(2) June 28, 2012, to July 4, 2012, in the amount of \$13,254,089.42; and

C. Tourist Development Tax Collections Data for the May 2012 returns received in the month of June 2012; this is the ninth month of collection in Fiscal Year 2012; total collected for the May 2012 returns was \$722,731, which is a 6.28% increase over the May 2011 returns; overall collections of \$4,039,592 for the nine (9) months of returns in Fiscal Year 2012 are 9.12% higher than this same period last Fiscal Year; with nine (9) months, being 75% of the Fiscal Year, collections for the Fiscal Year to date are currently on target, having reached 74.34% of the total budgeted amount of \$5,433,750.

Attachments

<u>CR I-1</u>



EXECUTIVE ADMINISTRATION/LEGAL DIVISION ACCOUNTING DIVISION APPEALS DIVISION ARCHIVES AND RECORDS CENTURY DIVISION CHILD SUPPORT CLERK TO THE BOARD COUNTY CIVIL COUNTY CIVIL COUNTY CIVIL COUNTY DIVISION CIRCUIT DIVISION CIRCUIT CIVIL CIRCUIT CIVIL 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*

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

Pay Date: July 6, 2012

Check No:	\$0.00
Direct Deposits:	\$1,137,457.54
Total Deductions and Matching Costs:	\$1,003,793.55
Total Expenditures:	\$2,141,251.09

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

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



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 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		- <u>-</u>	06/21/12	to06/27	//12	
DISBURSEMENTS						
Computer check run of:	06/27/12				\$	1,204,111.66
	L-Vendor				\$	119,216.21
Hand-Typed Checks					\$	0.00
Disbursement By Wire						
Preferred Governmental Clair	ns	\$	34,795.94			
Dental Insurance		\$	60,115.51			
Credit Card Purchases		\$	24,351.27			
Total Disbursement by Wire					\$	119,262.72
TOTAL DISBURSEMENTS					\$	1,442,590.59
The detailed backup to this Report is ava						

Board's Minutes.

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

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

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

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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:			06/28/12	to	07/04/12	-	
DISBURSEMENTS							
Computer check run of:	07/04/12					\$	0.00
	L-Vendor	-				\$	0.00
Hand-Typed Checks:						\$	0.00
Disbursement By Wire:							
Elected Official		\$	8,212,060.25				
Preferred Governmental Claims		\$	39,483.86				
Credit Card Purchases		\$	2,545.31				
Investments		\$	5,000,000.00	ġ.			
Total Disbursement by Wire						\$	13,254,089.42
TOTAL DISBURSEMENTS						\$	13,254,089.42

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.

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

FROM:

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 MEALTH MANAGEMENT INFORMATION SYSTEMS OFFICIAL RECORDS ONE STOP OPERATIONAL SERVICES PROBATE DIVISION TRAFFIC DIVISION TRAFFIC DIVISION

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MEMORANDUM

TO: Honorable Board of County Commissioners

Ernie Lee Magaha Clerk of the Circuit Court and Comptroller

By:

Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM Administrator for Financial Services

Clerk of the Circuit Court and Comptroller

DATE: July 6, 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 May2012 returns received in the month of June 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the ninth (9th) month of collection in fiscal year 2012.

- ✓ Total collected for the May 2012 returns was \$722,731. This is a 6.28% increase over the May 2011 returns.
- ✓ Overall collections of \$4,039,592 for the nine (9) months of returns in fiscal 2012 are 9.12% higher than this same time period last fiscal year.
- ✓ With nine (9) months being 75% of the fiscal year, collections for the fiscal year to date are currently on target having reached 74.34% of the total budgeted amount of \$5,433,750.

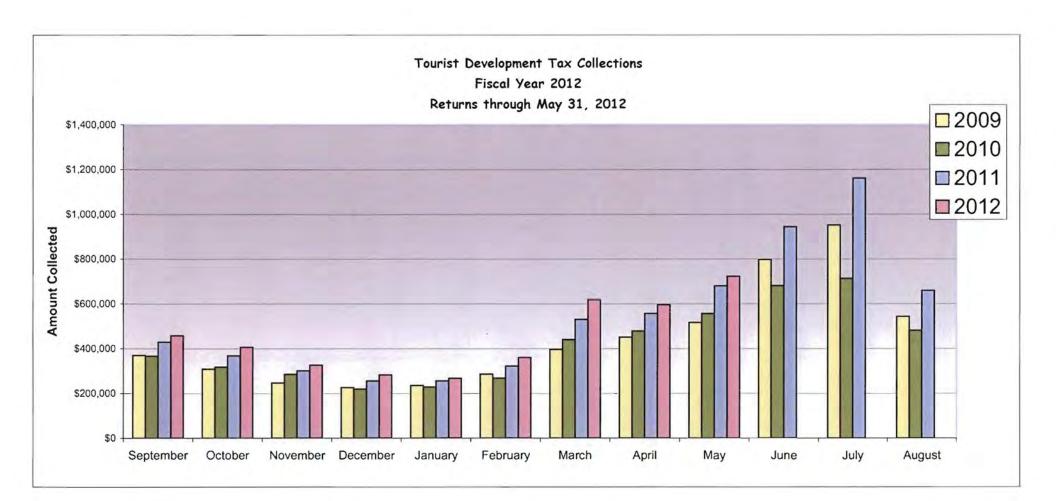
Please feel free to call me if you have any questions.

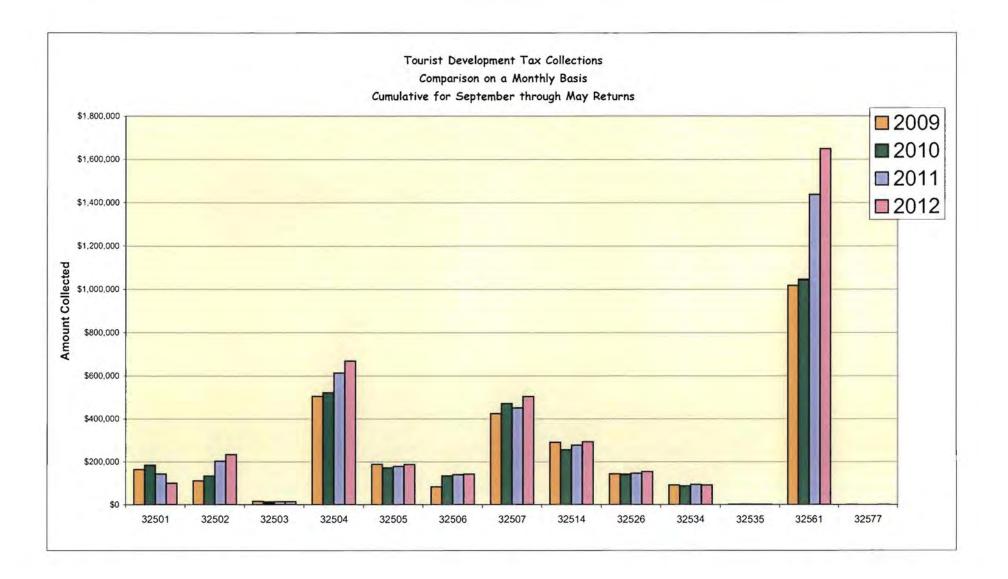
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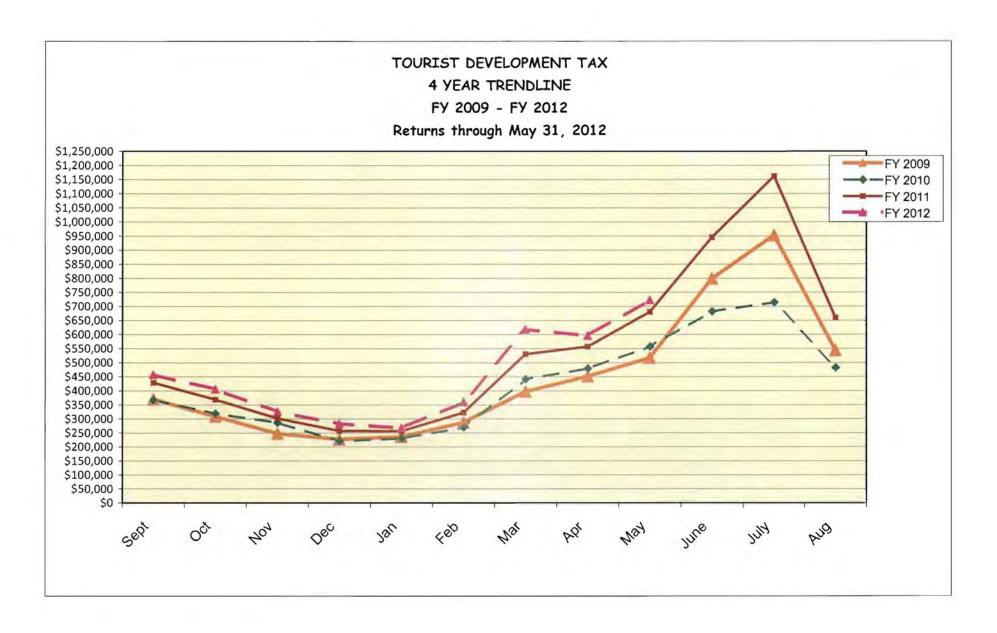
221	PALAFOX PLACE . SUITE 140 . PENSACOLA. FL 32502-5843
(850)	595-4830 . FAX (850) 595-4823 . WWW.ESCAMBIACLERK.COM

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY FLORIDA AS OF JUNE 30, 2012

Zip Code	Fiscal Year 2012 YTD Collected	iscal Year 2011 D Collected	D	ifference	% Change
32501	100,209	143,637	-	(43,428)	-30%
32502	233,433	202,877		30,556	15%
32503	14,489	14,457		32	0%
32504	668,624	613,491		55,133	9%
32505	187,137	178,194		8,943	5%
32506	142,837	139,679		3,158	2%
32507	504,111	451,392		52,719	12%
32514	292,558	277,407		15,151	5%
32526	153,472	146,612		6,861	5%
32534	91,191	93,730		(2,539)	-3%
32535	1,440	1,805		(366)	-20%
32561	1,649,283	1,438,418		210,866	15%
32562		-			0%
32577	808	120	-	687	100%
Total	\$ 4,039,591	\$ 3,701,819	\$	337,773	9%







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

					THREE (39	6) PERCENT COLLECTE	TOURIST TAX D 2003-2012	DOLLARS			
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
APR	MAR	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002
MAY	APR	293,130	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350
JUN	MAY	323,467	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048
TOTAL		1,896,046	2,125,066	2,127,475	2,369,034	2,286,027	2,427,327	2,278,786	2,372,325	2,776,364	3,029,694

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

IN ICLERIK WRITOURIN Development Monthly Report TDT Monthly Reports - FY 2012/TDT Collects 05-2012/% TDT Table Facel

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

				ADDITIC		1%) PERCEN	IT TOURIST 2003-2012	TAX DOLLA	RS		
Month Of Collection	For The Month Of	2003	2004	2005	2006	2007	2008	2009	2010	2011	201:
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
APR	MAR	89,840	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667
MAY	APR	93,398	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117
JUN	MAY	104,959	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683
	TOTAL	612,015	688,355	702,728	783,969	762,009	809,109	759,595	790,775	925,455	1,009,898

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



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

AUDITOR & ACCOUNTANT & EX-DIFFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 12. 2.

AI-2892 BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Write-off of Accounts Receivable From: Doris Harris Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$864.54 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

Background:

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

Attachments

<u>CR I-2</u>

EXECUTIVE ADMINISTRATION/LEGAL DVISION 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



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

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 •

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: June 29, 2012

By:

Write Off Accounts Receivables SUBJECT:

RECOMMENDATION:

That the Board adopt the Resolution authorizing the write off of \$864.54 in returned checks and account receivables in various funds of the County that have been determined to be uncollectible bad debts.

DISCUSSION:

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

PLS/Imh

Attachment

RESOLUTION R2012-

WHEREAS, certain returned checks and other receivables totaling \$864.54 are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

- {

By: ____

Wilson B. Robertson Chair

ATTEST:

ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____

Deputy Clerk

Adopted:

 Image: Strain of the strain

The following is a list of all outstanding returned checks greater than 120 days old (prior to March 3, 2012) and uncollectible receivables at June 29, 2012.

Name	Date of Return	Fund	Amount
Williams, Anthony Stallworth, Lakeisha Vowell, Jeffery	11/28/2011 03/01/2012 01/17/2012	001 103 167	\$ 62.00 \$ 495.00 <u>\$ 50.00</u>
Total Checks			\$ 607.00
Uncollectible Account		401	<u>\$ 257.54</u>
Total Receivables			\$ 257.54

Grand Total		\$ 864.54	
 		 	-



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

AUDITOR & ACCOUNTANT & EX-DIFFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 12.3.

AI-2898 BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Disposition of Property From: Doris Harris Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Property

That the Board approve the disposition of assets associated with the Pensacola Developmental Center Capital Lease Agreement with Pensacola Care, Inc. (PCI), signed June 28, 2012, whereby the Board has provided for PCI to acquire the real property located at 1 Villa Drive, Pensacola, Florida 32506 and the five detached buildings located on the land; this property is currently being utilized by PCI as an Intermediate Care Facility for the Developmentally Disabled.

Background:

The Board authorized PCI to issue conduit debt in 1989 refinance outstanding debt owed by PCI on the acquisition and construction of a care facility for the developmentally disabled. Terms of the conduit debt were such that once the bonds were paid, the Board would continue to own the project. Consequently, the land, building, and personal property contents were recorded into the Board's Fixed Asset system. It is now both parties' desire for PCI to acquire ownership of the land and associated buildings. The contents have been purchased by PCI and the land and buildings are under a capital lease purchase agreement with PCI. Therefore, the assets need to be written out of the County's Fixed Assets as follows:

Land	\$73,250.00
Building	\$1,964,236.00
Contents	\$438,399.00
Total	\$2,475,885.00

Attachments

<u>CR I-3</u>



EXECUTIVE ADMINISTRATION/LEGAL DIVISION ACCOUNTING DIVISION APPEALS DIVISION ARCHIVES AND RECORDS CENTURY DIVISION CHILD SUPPORT CLERK TO THE BOARD COUNTY CIVIL COUNTY CIVIL COUNTY CIVIL COUNTY CIVIL CIRCUIT CIVIL CIRCUIT CIVIL CIRCUIT CIVIL 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 *

TO: Honorable Board of County Commissioners

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

> By: 1 P A

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

DATE: July 3, 2012

SUBJECT: Disposition of Property

RECOMMENDATION:

That the Board of County Commissioners (BOCC) approves the disposition of assets associated with the Pensacola Developmental Center Capital Lease Agreement with Pensacola Care, Inc. (PCI) signed June 28, 2012, whereby the BOCC has provided for the PCI to acquire the real property located at One Villa Drive, Pensacola, Florida 32506 and the five detached buildings located on the land. This property is currently being utilized by PCI as an Intermediate Care Facility for the Developmentally Disabled.

BACKGROUND:

The BOCC authorized the PCI to issue conduit debt in 1989 refinance outstanding debt owed by PCI on the acquisition and construction of a care facility for the developmentally disabled. Terms of the conduit debt were such that once the bonds were paid, the BOCC would continue to own the project. Consequently, the land, buildings and personal property contents were recorded into the BOCC's Fixed Asset system. It is now both parties' desire for PCI to acquire ownership of the land and associated buildings. The contents have been purchased by PCI and the land and buildings are under a capital lease purchase agreement with PCI. Therefore, the assets need to be written out of the County's Fixed Assets as follows:

Land	\$ 73,250.00
Building	1,964,236.00
Contents	 438,399.00
Total	\$ 2,475,885.00

PLS/nac

Attachment

22 | PALAFOX PLACE • SUITE | 40 • PENSACOLA, FL 32502-5843 (850) 595-4830 • FAX (850) 595-4823 • WWW.ESCAMBIACLERK.COM JURY MANAGEMENT GUARDIANSHIP HUMAN RESOURCES JUVENILE DIVISION MARRIAGE MENTAL HEALTH MANAGEMENT INFORMATION SYSTEMS OFFICIAL RECORDS OPERATIONAL SERVICES PROBATE DIVISION TRAFIC DIVISION TRAFIC DIVISION TREASURY

THE BOARD

FINANCE

PENSACOLA DEVELOPMENTAL CENTER CAPITAL LEASE AGREEMENT

THIS AGREEMENT to lease real estate (the "Agreement") is made and entered into as of the ASH day of June, 2012, effective July 2, 2011, by and between ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and PENSACOLA CARE, INC., a Florida not-for-profit corporation (the "Company") (collectively, the "Parties"), who acknowledge and recite:

(a) The County owns the real property in Escambia County, Florida described in the official records of said county in Official Records Book 2657 at Page 214 which is located at One Villa Drive, Pensacola, Florida 32506, and further described and depicted in Exhibit "1," attached hereto and made a part hereof, which contains 7.08 acres of land more or less (the "Land"), upon which is located five detached buildings used as an Intermediate Care Facility for the Developmentally Disabled (ICFDD) which contain thirty-one thousand sixty-three base square feet (31,063) (the "Tenantable Space") together with all of the structures, fixtures, facilities, installations, parking structures, and other improvements of every kind and description now in, on, over and under the Land, and all plumbing, gas, electrical, ventilating, lighting and other utility systems, ducts, hot water heaters, oil burners, domestic water systems, air conditioning and heating systems, security systems, and all other building systems and fixtures statached to or comprising a part of such buildings (collectively, together with the Tenantable Space, the "Improvements"). The Land and the Improvements shall hereinafter be collectively referred to as the "Facility";

(b) By the Operating Agreement dated January 1, 1989 recorded in the official records of the above county in Official Records Book 2657 at Pages 230-282 (the "Agreement"), County leased the Facility and Personal Property to the Company for a term ending July 1, 2011;

(c) The parties entered into an Amended and Extended Operating Agreement (the "Extended Agreement") dated and effective June 16, 2011, a copy of which is attached hereto as Exhibit "2," extending the lease granted by the Agreement for one year ending June 30, 2012;

(d) The Company operates an Intermediate Care Facility for the Developmentally Disabled (ICFDD), known as Pensacola Developmental Center, on the Facility, under the Extended Agreement;

(e) The Company has, pursuant to the Extended Agreement, paid the County 12 payments of \$16,807.00 each, of which \$1,607.66 has been credited toward the purchase price of the Personal Property and \$15,199.34 has been credited toward the payments due hereunder, as reflected on the amortization schedule attached hereto as Exhibit "3"; $\$1607.66 \times 9 = 14,468.94$

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(f) The County and the Company desire to enter into an agreement which continues the Company's right to use and occupy the Facility and provides for the Company's acquisition of the Facility and the Personal Property in the manner provided herein. It is the intent of the

parties that this document be a capital lease from the County to the Company pursuant to which the Company shall become the owner of the Facility after complying with the obligations of this lease. Therefore, the lease has been structured so that the Company will, during the lease term, pay the County an amount equal to the value of the Facility, Two Million Six Hundred Thousand Dollars (\$2,600,000.00), together with interest of five percent (5%) per annum, paid in three hundred (300) equal monthly payments. The County will, pursuant to such intent, convey the Facility to the Company upon its performance of its obligations hereunder;

(g) This Agreement has been executed by the Parties on the dates set forth below, effective as if it had been executed on July 2, 2011 and the payments by the Company to the County, pursuant to the Extended Agreement, shall be credited as if they were principal and interest payments under this Capital Lease Agreement and it were entered into on July 2, 2011.

NOW, THEREFORE, in consideration of the above recitals, which each party warrants to be true and correct, and of the mutual covenants and agreements herein contained and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree:

Article 1. GENERAL RIGHTS AND TERM

- 1.1. <u>Recitals</u>. The foregoing recitals shall be and are hereby incorporated into this Agreement as if set forth in this <u>Article 1</u>.
- 1.2. <u>Effective Date</u>. This Agreement shall be effective commencing on July 2, 2011 (the "Effective Date").

<u>Term</u>. The County hereby rents, leases and lets and the Company rents and takes the Facility, in the condition as they then exist and subject to this Agreement, for a twenty-five (25) year term commencing on the Effective Date and ending on Monday, June 30, 2036 (the "Term"). The end of the Term may be referred to as the "Expiration Date".

- 1.3. <u>Term of Company's Rights to Use of the Facility</u>. The Parties agree that the Company's rights to the occupancy and use of the Facility to provide for the care of the Company's developmentally disabled residents at the Facility (the "**Residents**") shall be for the Term of this Agreement and under the conditions set forth in this Agreement.
- 1.4. <u>Permitted Uses</u>. The Parties agree that the Company's use of the Facility shall be limited to the Company's care of Residents (the "**Permitted Use**"), unless the County gives written consent in advance of any other use of the Facility, which consent may be withheld in the County's sole discretion.
- 1.5. <u>Company's Purchase of Personal Property</u>. Concurrent with the execution of this Agreement, the County shall provide a Bill of Sale for the conveyance to

the Company of the Personal Property located in or upon the Facility, in exchange for the payments credited under (e) above and the Company's payment of One Hundred Thousand Seven Hundred Eight and 8/100 Dollars (\$100,708.08), to the County, which shall be payable by cash, or by wire transfer or other immediately available funds no later than June 30, 2012 For purposes of this Agreement, "Personal Property" shall mean all materials, supplies, equipment, furniture, furnishings, utensils, linens, china, glassware, appliances, and other such items located on or at the Facility upon the Effective Date, and associated with the Company's operation of the Facility, and which are not Improvements.

1.6. <u>Recording of this Agreement and Other Related Documents</u>. The Company shall be responsible for the cost of recording this Agreement, and any other documents related to this Agreement, in the official records of Escambia County, Florida. The Company may, in lieu of recording this Agreement, record a memorandum thereof, executed by the County and by the Company; such memorandum shall be in a form acceptable to the County.

Article 2. REPRESENTATIONS AND WARRANTIES

- 2.1. <u>Representations and Warranties of the Company</u>. The Company represents and warrants as follows:
- 2.1.1. Not for Profit and Authorized to Enter into Agreement. The Company is a not-for-profit corporation duly incorporated on October 27, 1978 and in good standing under the laws of the State of Florida; the Company is not in violation of any laws material to the transactions contemplated by this Agreement or any provisions of the Articles of Incorporation and Bylaws of the Company; the Company has the power to enter into this Agreement; and the Company agrees it will do or cause to be done all things required hereby and thereby;
- 2.1.2. <u>Tax Exempt</u>. The Company is a tax-exempt organization as described in 26 U.S.C. § 501: US Code Section 501(c)(3) and will not take any action, including any use of the Facility, which would cause the Company not be a "qualified 502(c)(3)" not-for-profit corporation;
- 2.1.3. <u>Authorized and Licensed to Operate an ICFDD</u>. The Company is duly authorized and licensed to operate the Facility as an Intermediate Care Facility for the Developmentally Disabled under the laws, rulings, regulations and ordinances of the State of Florida and the departments, agencies and political subdivisions thereof and the execution of this Agreement will not adversely affect such status. The Facility is in compliance with applicable

federal, State and local zoning, subdivision, environmental, pollution control and building laws, regulations, codes and ordinances;

- 2.1.4. <u>Construction and Continuous Possession</u>. The Company further represents and warrants to the County that the Company constructed the Facility; the Company has had the possession and enjoyment of the Facility and Personal Property during all of their existence; and the Company has detailed knowledge, superior to that of the County, regarding the condition of the Facility and Personal Property, their usefulness and safety for the Company's uses and purposes, including their compliance with applicable land use and environmental laws, rules and regulations and their compliance with the laws, rules and regulations relating to ICFDDs; and
- 2.1.5. <u>Truthfulness</u>. The Company warrants that the recitals of fact and statements contained in this Agreement with respect to the Company are true.
- 2.2. <u>Representations and Warranties of County</u>. The County represents and warrants as follows:
- 2.2.1. <u>County Authorized to Enter into Agreement</u>. The County is a political subdivision of the State of Florida organized and validly existing under the constitution and laws of the State of Florida; the County is authorized, in accordance with the Constitution and the laws of the State of Florida, to enter into the transactions contemplated by this Agreement; the County has authorized the execution and delivery of this Agreement; and the County agrees that it will do or cause to be done all things required hereby and thereby;
- 2.2.2. <u>Possession. Use and Operation</u>. That throughout the Term of this Agreement, to the extent this <u>Section 2.2.2 Possession</u>. Use and Operation is not in conflict with other provisions of this Agreement:
 - 2.2.2.1. The Company shall have the exclusive use and possession of the Facility, and shall peaceably and quietly have, hold and enjoy the Facility without hindrance by the County;
 - 2.2.2.2. The Company shall have the exclusive right and responsibility for the management, direction, control and operation of the Facility;
 - 2.2.2.3. The Company shall have the right to make all policy decisions with regard to the management and operation of the Facility;
 - 2.2.2.4. With respect to the operation of the Facility, the Company's governing body shall not be subject to the control, direction or approval of the County;

- 2.2.2.5. The Company may take any and all actions the Company deems necessary in the operation of the Facility; and
- 2.2.3. <u>Truthfulness</u>. The County warrants that the recitals of fact and statements contained in this Agreement with respect to the County are true.

Article 3. RENT AND EXPENSES

- 3.1. <u>Payments Under This Agreement</u>. During the Term, the Company shall pay the County monthly rental hereunder in the amount of Fifteen Thousand One Hundred Ninety-nine and 34/100 Dollars (\$15,199.34) (the "Monthly Rental Rate") which shall be payable on July 2, 2011 and on the first day of each month thereafter (the Monthly Rental Rate payable monthly as stipulated herein may be collectively referred to as "Rent"), and shall be payable to the office and in the manner directed by County. County acknowledges receipt of all rental payments due through the month of June 2012.
- 3.2. <u>Property Insurance Coverage</u>. The Company shall keep and maintain at all times during the Term the insurance coverages required by Section 5.6 of the Extended Agreement, which Section 5.6 is incorporated herein as fully as if reproduced in full.
- 3.3. Operating Expenses. Throughout the Term, in addition to the payment of Rent, the Company shall be solely responsible for, and pay all costs associated with:
 (i) insurance, as described <u>Article 6</u>; and (ii) the ongoing maintenance, operation, repair, replacement, and administration of the Facility, which shall include the following without limitation:
- 3.3.1. Landscaping and pest control;
- 3.3.2. Electricity, water, sewer, gas, window washing, janitorial services, cleaning, sanitation, trash and debris removal, disposal services and other maintenance and utility charges;
- 3.3.3. All real estate, personal property and other ad valorem taxes, and any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Facility, the Improvements therein contained, including any amounts assessed or charged in substitution for or in lieu of any such taxes, including all costs associated with the appeal of any assessment on taxes; and
- 3.3.4. Maintenance, repair and replacement of building systems, including but not limited to, roofing, air conditioning, heating, plumbing, sewer, electrical, and other such systems.

Article 4. OWNERSHIP

- 4.1. <u>Conditions for Ownership</u>. The Company may take ownership of the Facility during the Term upon the satisfaction of the following conditions:
- 4.1.1. The Company is not delinquent in any of its Rent or any other payments or otherwise in default with regard to any of the covenants and conditions of this Agreement;
- 4.1.2. The Company provides its written intent to take ownership of the Facility (the "Notice of Intent to Take Ownership") by providing such notice to the County no later than one hundred eighty (180) days prior to this Agreement's Expiration Date;
- 4.1.3. The Company pays to the County at the "Closing" of the conveyance of ownership of the Facility the Principal Balance applicable as of the first day of the month in which the Closing, or other means for transfer of ownership of the Facility as set forth herein, takes place (the "Principal Balance") as set forth in the "Amortization Table" attached hereto and incorporated herein as <u>Exhibit "3"</u>; and
- 4.1.4. The Closing shall occur no later than the Expiration Date.
- 4.2. <u>Convevance Conditions</u>. Upon the satisfaction of all of the conditions set forth in <u>Section 4.1 Conditions for Ownership</u> hereinabove, the County shall convey the Facility to the Company with no additional consideration required, other than the Company's payment of all closing costs. The Company acknowledges and agrees with all of the following additional conditions of conveyance (the "Conveyance Conditions"):
- 4.2.1. The Company acknowledges and agrees that the Facility will be conveyed to the Company in "as is, where is" condition with all faults. The County, in accordance with Section 125.411, Florida Statutes (2010), shall not be required to warrant the title or to represent any state of facts concerning the title, and as such, makes no representation or warranty whatsoever, whether express, implied, or arising by operation of law, with respect to the Facility or any portion, aspect, or component thereof, and expressly disclaims the same. The foregoing disclaimer includes, but is not limited to, title, survey, financial performance, physical condition (including without limitation environmental condition or presence or absence of hazardous substances), zoning, tax status or consequences, fitness for a particular purpose or use, compliance with governmental requirements, access from right-of-way to the Facility, and availability of utilities;

-

STATE OF FLORIDA COUNTY OF ESCAMBIA

BILL OF SALE

THIS BILL OF SALE made this 29th day of June, 2012, by and between **ESCAMBIA COUNTY, FLORIDA**, a political subdivision organized and existing under the Constitution and laws of the State of Florida (the "County") and **PENSACOLA CARE, INC.**, a Florida not-forprofit corporation (the "Company"),

WITNESSETH:

In and for the consideration of One Hundred Thousand Dollars (\$100,000.00) paid by Company to County, the receipt of which is hereby acknowledged by the County, the County has and by these presents does hereby sell, transfer, assign, convey and deliver unto Company all of its right, title and interest in and to the tangible personal property located in, on or upon Pensacola Developmental Center, which is located at 1 Villa Drive, Pensacola, Florida 32506, including, without limitation, the furniture, furnishings, fixtures, appliances, equipment, tools, machinery, electronics, computers and computer programs, and all other personal property used and useful at Pensacola Developmental Center TO HAVE AND TO HOLD UNTO COMPANY, ITS SUCCESSORS AND ASSIGNS, FOREVER.

Executed on the day and year set forth above.

ESCAMBIA COUNTY, FLORIDA By its Board of County Commissioners

Date Executed

By

an (or Vice Chairman) Its Chai Wilson B. Robertson, Chairman

ATTEST: ERNie LEE Magaha CLERK OF CIRCUIT COURT

BBC Approved (6-3-8-21

PENSACOLA CARE, INC.

Patricia N. Varner, Its President

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By	100001
Title	Act. County Attorney
Date	June 27, 2012

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

AUDITOR & ACCOUNTANT & EX-OFFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 12. 4.

AI-2876

BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Acceptance of Documents

From: Doris Harris

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the *Request for Disposition of Property* Form for Escambia County Area Transit (ECAT), for ECAT Bus No. 0741, Property Number 56000, as approved by the Board on April 22, 2010, and executed by the Chairman on June 25, 2012.

Attachments

<u>CR I-4</u>

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-29. Approval of Various Consent Agenda Items Continued
 - Taking the following action concerning an insurance claim settlement for Escambia County Area Transit (ECAT) from Saint Paul Fire and Marine Insurance Company (Travelers) (Funding: Fund 320, FTA [Federal Transit Administration] Capital Projects, Revenue Code TBD [To Be Determined] per Supplemental Budget Amendment – \$0 (net); Fund 104, Mass Transit, Cost Centers 220205, 220208 – [in the amount of] \$71,928.89):
 - A. Approving and accepting the insurance settlement, in the amount of \$262,125, for the total loss damages on a 2007 Gillig Transit Bus, ECAT Bus No. 0741, County Property Number 56000 (Serial No. 15GGE291971091286), with ECAT to retain the vehicle for parts;
 - B. Authorizing the Chairman to sign, subject to Legal sign-off, a Settlement Agreement from Travelers and any other documents related to this specific settlement;
 - C. Authorizing the Chairman to sign the vehicle title for the purpose of obtaining the Florida Certificate of Destruction (parts-only title); and
- *
 - D. Authorizing the Chairman to sign the *Request for Disposition of Property* for the vehicle, after ECAT has removed the pertinent salvageable parts, without further action of the Board.
 - 20. Taking the following action concerning a Resolution to cancel taxes and Tax Certificates in connection with the abandoned Saufley Construction and Demolition Debris (C&DD) Landfill recently acquired by the County:
 - A. Adopting the Resolution (R2010-71) to cancel the taxes and Tax Certificates on the abandoned Saufley C&DD Landfill, represented by Tax Account Number 09-1764-000 (Tax Certificates 2009-5816, 2008-4591, and 2007-3818) and Tax Account Number 09-1765-000 (Tax Certificates 2009-5817, 2008-4592, and 2007-3819), for the amounts of \$133.57 and \$7,988.50, respectively; and
 - B. Authorizing the Chairman to execute the Resolution, without further action of the Board.

4/22/2010

Page 24 of 32

dch/lfc

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE: <u>*6/2/10</u> TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland

COST CENTER NO: *360527

Property Custodian (PRINT NAME)

REQUE	ST THE FOLL	OWING ITEM(S) TO BE DIS	POSED:				
ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	1	L NUMBER	MODEL	YEAR	CON- DITION
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ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT AND COMPTROLLER ESCAMBIA COUNTY, FLORIDA

AUDITOR & ACCOUNTANT & EX-OFFICIO CLERIK TO THE BOARD & CUSTODIAN OF COUNTY FUNDS &

Clerk & Comptroller's Report 12. 5.

AI-2877 BCC Regular Meeting Meeting Date: 07/12/2012 Issue: Minutes and Reports From: Doris Harris Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 28, 2012; and

B. Approve the Minutes of the Regular Board Meeting held June 28, 2012.

<u>CR I-5</u>

Attachments

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD JUNE 28, 2012 BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:02 a.m. – 10:39 a.m.)

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

- 1. <u>FOR INFORMATION:</u> The agenda package for the 5:30 p.m., June 28, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, County Attorney Rogers, and Sandra "Sam" Slay, Manager, Code Enforcement Division, Corrections Department, reviewed the agenda cover sheet, and Fred Gunther commented concerning Item 9.C.;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, County Attorney Rogers, County Administrator Oliver, Marilyn Wesley, Director, Community Affairs Department, Larry M. Newsom, Assistant County Administrator, Sandra Sam" Slay, Code Enforcement Division Manager, Corrections Department, and Amy Lovoy, Director, Management and Budget Services Department. reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson and Commissioner Robertson each reviewed his add-on item(s).

6/28/2012

AGENDA WORK SESSION: June 28, 2012

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9	Kathleen Daugh-Castro	PID
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AGENDA WORK SESSION: June 28, 2012 NAME DEPARTMENT/AGENCY ule + Comptroller Rhaw - Comptroller Finance Sheld APMINISTRATOR COUNTY RANDY OLIVER SCC WHAt Bce KEVIN W

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2545 BCC Regular Meeting

Growth Management Report 12. 1. Public Hearing

Meeting Date: 07/12/2012

Issue: 5:45 p.m. - A Public Hearing - LDC Ordinance - Article 3 Definitions - Criteria for Local Roadways

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

<u>5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Article 3. Definitions -</u> <u>Criteria for Local Roadways</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), amending Article 3, Definitions, to define street collector and to add criteria for local roadways.

BACKGROUND:

At the request of the Board of County Commissioners, staff was directed to draft an Ordinance for certain local roads that may be designated by the County Engineer as collector streets if alternate criteria are satisfied. At the May 14, 2012, Planning Board Meeting the Board recommended approval.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Legal review, Ordinance draft and clean copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE (ONLY)
Document:Article 7 Section 7.2	20.03.F Roadway Classification
Date: 03/01/2012	
Date requested back by:	03/14/2012
Requested by:	
Phone Number:850-595-4651	
(LEGAL USE ONLY)	
Legal Review by	
Date Received: March Ap	14,2012
Approved as to form	n and legal sufficiency.
Not approved.	
Make subject to leg	al signoff.

Additional comments:

	DRAFT
1	ORDINANCE NUMBER 2012
2	AN OPDINANCE OF ESCAMPLA COUNTY ELOPIDA AMENDING
3 4	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES
5	(1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY,
6	FLORIDA, AS AMENDED; AMENDING ARTICLE 3 SECTION 3.02.00
7	TERMS DEFINED, STREET COLLECTOR, TO ADD CRITERIA FOR
8 9	LOCAL ROADWAYS ACCORDING TO THE ADOPTED POLICIES FOR MINIMUM CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING
9 10	FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE
11	DATE.
12	
13	WHEREAS, the Escambia County Board of County Commissioners seeks to
14 15	preserve Escambia County as a desirable community in which to live, vacation, and do business by maintaining a pleasing, visually attractive urban, suburban, rural and resort
16	environment; and
17	
18	WHEREAS, the Board of County Commissioners has determined that certain
19 20	local roads may function as a collector road but must meet the adopted Policy for minimum criteria; and
20	
22	WHEREAS, the Board of County Commissioners accordingly finds that
23	amending its regulations to classify certain local roads as collector roads would promote
24 25	good and logically development patterns when meeting the local roadway minimum criteria to be determined as a collector roadway.
25 26	chiena to be determined as a conector roadway.
27	
28	NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
29 30	COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
30 31	Section 1. Part III of the Escambia County Code of Ordinances, the Land Development
32	Code of Escambia County, Article 3, Section 3.02.00 Terms Defined (Street Collector) is
33	hereby amended as follows (words <u>underlined</u> are additions and words stricken are
34 35	deletions):
35 36	3.00.00. Purpose
37	This article sets forth and maintains the definitions of terms for all of the Land
38	Development Code of Escambia County.
39 40	3.01.00 General provisions
40 41	
42	3.02.00. Terms Defined
43	Street, collector. A street providing service that is of relatively moderate traffic volume,
44	moderate trip length, and moderate operating speed, and which distributes traffic

DRAFT

- 1 between local streets or arterial streets. <u>Certain local streets that do not meet the</u>
- 2 foregoing criteria may be designated by the County Engineer as collector streets if the
- 3 <u>following alternate criteria are satisfied.</u>
- 4 a) 22' (twenty two foot) width of pavement (two lanes)
- 5 b) 6' (six foot) shoulders on each side when no curb is present
- 6 c) Signalized intersection on segment or at termini
- 7 d) Connection to a collector or arterial roadway
- 8 e) Average Annual Daily Traffic >= 1500 vehicles

9

10 <u>Section 2.</u> Severability.

11

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

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17 <u>Section 3.</u> Inclusion in Code.

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

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1	Section 4.	Effective Date.					
2							
3	This Ordinance shall become effective upon filing with the Department of State.						
4							
5	DONE AND	ENACTED this day of	of	, 2012.			
6							
7			BUA				
8 9				OF ESCAMBIA COUNTY, FLORIDA			
9 10			Bv.				
11				Wilson B. Robertson, Chairman			
12	ATTEST:	ERNIE LEE MAGAHA		·····, ·····			
13		Clerk of the Circuit Cour	t				
14							
15		Ву:					
16		Deputy Clerk					
17	(SEAL)						
18							
19	ENACTED:						
20			TATE.				
21		I THE DEPARTMENT OF S	DIAIE:				
22 23	EFFECTIVE	ΝΔΤΕ·					
23		DAIL.					

Ordinance Clean Copy

ORDINANCE NUMBER 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3 SECTION 3.02.00 TERMS DEFINED, STREET COLLECTOR, TO ADD CRITERIA FOR LOCAL ROADWAYS ACCORDING TO THE ADOPTED POLICIES FOR MINIMUM CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners seeks to preserve Escambia County as a desirable community in which to live, vacation, and do business by maintaining a pleasing, visually attractive urban, suburban, rural and resort environment; and

WHEREAS, the Board of County Commissioners has determined that certain local roads may function as a collector road but must meet the adopted Policy for minimum criteria; and

WHEREAS, the Board of County Commissioners accordingly finds that amending its regulations to classify certain local roads as collector roads would promote good and logically development patterns when meeting the local roadway minimum criteria to be determined as a collector roadway.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Section 3.02.00 Terms Defined (Street Collector) is hereby amended as follows (words <u>underlined</u> are additions and words stricken are deletions):

3.00.00. Purpose

This article sets forth and maintains the definitions of terms for all of the Land Development Code of Escambia County.

3.01.00 General provisions

3.02.00. Terms Defined

Street, collector. A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed, and which distributes traffic

between local streets or arterial streets. <u>Certain local streets that do not meet the</u> <u>foregoing criteria may be designated by the County Engineer as collector streets if the</u> <u>following alternate criteria are satisfied.</u>

a) 22' (twenty two foot) width of pavement (two lanes)

b) 6' (six foot) shoulders on each side when no curb is present

c) Signalized intersection on segment or at termini

d) Connection to a collector or arterial roadway

e) Average Annual Daily Traffic >= 1500 vehicles

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

INTENTIONALLY LEFT BLANK

Section 4. 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 OF ESCAMBIA COUNTY, FLORIDA

Ву: ____

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

> By: _____ Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1944Growth Management Report12. 2.BCC Regular MeetingPublic HearingMeeting Date:07/12/2012Issue:5:46 p.m. a Public Hearing - LDC Ordinance - Article 13 - Floodplain Management
SRIAFrom:Paolo Ghiro of SRIA thru Lloyd Kerr, AICPOrganization:Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the Review of an LDC Ordinance Article 13, "Floodplain Management on Pensacola Beach"

That the Board of County Commissioners review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), amending Article 13, "Floodplain Management on Pensacola Beach," concerning the standards for Flood Hazard reduction, prepared by the Santa Rosa Island Authority.

BACKGROUND:

The Floodplain Ordinance was prepared to further the practice for higher standards on Pensacola Beach. To maintain consistency in the floodplain, all structures need to be built to VE standards, regardless of the zone. Cross bracing has shown to trap debris during a flood and puts the structure at risk from excessive lateral forces. We also agree with the recommendations found in ASCE 24-98. After inspecting a dozen pools and their equipment, it is apparent that no provision exists to condition the end user to prevent the filter from becoming a battering ram during a flood. Floodproofing of non residential buildings cannot be permitted, as all structures need to be built to VE standards which in turn does not allow for flood proofing a structure.

The SRIA Board approved the Floodplain Ordinance on October 12, 2011. At the May 14, 2012 Planning Board meeting, the Board recommended approval.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Legal Review, Draft Ordinance, Clean Copy Ordinance

	LEGAL REVIEW	
(COUNTY DEPARTMENT USE	ONLY)	
Document:Flood Plain Revisio	on- SRIA -Written by SRIA	
Date: 12/22/12		_
Date requested back by:	1/18/12 for 2/13/12 PB	_
Allyson Cain		
Phone Number: 595-3547		
(LEGAL USE ONLY) Legal Review by		
Date Received: Jee. 27,2	2011	
Approved as to for	m and legal sufficiency.	
Not approved.		
Make subject to le	gal signoff.	

Additional comments:

See my nemo to Paolo Chi o, Saled Dec. 7,2011.

RIA		INTER-OFFICE MEMORANDUM
A ANTA CA		
TEN	TO:	Paolo Ghio, CFM, Director of Development Services
· · · · · · · · · · · · · · · · · · ·	FROM:	Stephen G. West, Assistant County Attorney
ESCAMBIA	DATE:	December 7, 2011
COUNTY	RE:	Santa Rosa Island Authority Flood Plain Ordinance

I have reviewed your first and second drafts of the ordinance amending Section 13.20.00, Escambia County Land Development Code. Regrettably, I must recommend that you revise the ordinance.

My primary concern is the improper use of definitions. Your apparent intent is to create several new, more stringent, standards for development on Santa Rosa Island. I suspect that you were unsure of where within Article 13 to incorporate these standards and opted to insert them in new and existing definitions. The two new definitions appear to have been created for no purpose other than to provide a location for the standards. Generally, terms should be defined only if they are not commonly understood, and the definitions should not contain development standards that can be incorporated somewhere more appropriate in Article 13.

I will leave it to your discretion as to where in Article 13 these standards may be more appropriately incorporated. However, please consider the following: Section 13.20.08.A *General Standards* [for flood hazard reduction]; Section 13.20.08.B *Specific Standards for* [flood hazard reduction in] *AE zones*; and Section 13.11.00. *Swimming Pools.* Please do not feel restricted to these sections if you find that the standards are more appropriately incorporated somewhere else in Article 13.

I will also leave it to your discretion as to whether the terms *cross bracing* and *pool equipment* still need to be defined once you relocate the standards. Both terms strike me as being commonly understood and not needing further definition. However, if you do intend to retain the definitions, I recommend that you refrain from using the defined term within its own definition. Also note that the definitions include confusing, stray punctuation marks (semicolon on page 2, line 12 of your most recent draft and a parentheses on page 2, line 21).

On page 2, line 18, I do not know if you are intending to use *commercial* as a synonym for *nonresidential*, which is more commonly used in the ordinance. If you are, I recommend that you rephrase that standard to reflect that *all* structures in AE zones must be constructed to meet VE zone standards.

You may also wish to confirm with FEMA that none of your proposed changes have any adverse consequences under the National Flood Insurance Program or the Flood Insurance Rate Map. I apologize for the delay in responding. I certainly want to work with the SRIA in any way I can, but it is difficult to give priority to issues like this when I am often unable to give the Board of County Commissioners and its staff all the attention they deserve. Please feel free to call me or, alternatively, consult with the SRIA attorney if you have any questions or require any additional information.

SGW:bjs

ORDINANCE NUMBER 2012-____

3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES 4 (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, 5 FLORIDA, AS AMENDED; AMENDING SECTION 13.20.00, AMENDING 6 THE DEFINITION OF ELEVATED BUILDING, ADDING GENERAL 7 STANDARDS FOR FLOOD HAZARD REDUCTION, AMENDING 8 9 SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION IN AE PROVIDING FOR SEVERABILITY: PROVIDING FOR ZONES: 10 INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE 11 DATE. 12

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WHEREAS, land under the jurisdiction of the Santa Rosa Island Authority is unique to Escambia County, the State of Florida and the United States of America. All property within this jurisdiction is owned by Escambia County, and the Santa Rosa Island Authority is charged with the stewardship of the island to protect the public interest of the citizens of Escambia County; and

21

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset. The Santa Rosa Island Authority is also responsible for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island; and

28 WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners on October 12, 2011 to amend Section 13.20.05 of 29 Article 13 of the Escambia County Code of Ordinances and modify the definition of 30 "elevated building," to amend the standards under Section 13.20.08 of Article 13 of the 31 Escambia County Code of Ordinances and add general standards for the use of cross-32 bracing and the placement of pool equipment, and amend specific standards for the 33 34 substantial improvement of nonresidential structures for flood hazard reduction for nonresidential structures to further the Santa Rosa Island Authority's compliance efforts 35 with the National Flood Insurance Program; and 36

37 38

WHEREAS, the Board of County Commissioners believes that the amendments to Article 13 to the Escambia County Code of Ordinances of Escambia County as recommended by the Santa Rosa Island Authority will further the Santa Rosa Island Authority's compliance efforts with the National Flood Insurance Program and are consistent with the Santa Rosa Island Authority's responsibility for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island.



1 2					
3 4	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:				
5 6 7 8	Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article13, Section 13.20.05, is hereby amended as follows (words <u>underlined</u> are additions and words stricken are deletions):				
9 10 11	13.20.05 Definitions.				
12 13 14	Cross bracing means an industry accepted form of diagonal timber bracing used on foundations under coastal homes.				
15 16 17 18	<i>Elevated building</i> means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Residential <u>and nonresidential</u> structures in AE zones must be constructed to meet VE zone standards.				
19 20 21 22	Pool equipment means any electrically powered equipment (pool pumps and accessories) servicing the pool, excluding pool heaters				
23 24 25	Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, Section 13.20.08 is hereby amended as follows (words <u>underlined</u> are additions and words stricken are deletions):				
26 27 28	Section 13.20.08.A General Standards.				
29 30 31 32	11. Cross bracing is NOT permitted except above BFE and perpendicular to the shoreline on a structure that has no breakaway walls. Cross bracing may not be used as part of the structural calculations to meet the required design criteria.				
33 34 35	12. All pool equipment must be strapped down or elevated above BFE to prevent floatation during a storm.				
36 37 38	Section 13.20.08.B Specific standards for AE zones.				
 39 40 41 42 43 44 45 	2. Nonresidential structures. All newly construction constructed or substantial improvements of substantially improved nonresidential structures shall have the lowest floor (including basement) be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings) is elevated to at least three feet above the base flood elevation. Nonresidential structures may not be flood proofed in lieu of being elevated. provided that together with all attendant utility and sanitary facilities, be designed so that below the base flood elevation plus one foot the structure				

DRAFT

- 1 is watertight with walls substantially impermeable to the passage of water, and with
- 2 structural components having the capability of resisting hydrostatic and hydrodynamic
- 3 loads and the effect of buoyancy.
- 4

A registered professional engineer or architect, who is authorized to certify such 5 6 information in the state, shall develop and/or review structural design, specifications and plans for construction, and shall certify that the design and methods of construction are 7 in accordance with the accepted standards of practice for meeting this provision. The 8 FEMA flood proofing certificate shall be prepared and submitted to the floodplain 9 administrator along with the corresponding operational and maintenance plans. These 10 plans shall include, at a minimum, the storage location of the flood proofing measures 11 (panels, gaskets, sealants, etc.), entities responsible for transportation to, and 12 installation at the structure within the available flood warning time for the site. 13 14

- 15 Section 3. Severability.
- 16

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

2021 Section 4. Inclusion in Code.

22

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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2	Section 5.	Effective Date.	
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4	This Ordinar	nce shall become effective upon	n filing with the Department of State.
5			
6	DONE AND	ENACTED this day of	, 2012.
7			
8			BOARD OF COUNTY COMMISSIONERS
9			OF ESCAMBIA COUNTY, FLORIDA
10			_
11			By: Wilson B. Robertson, Chairman
12			Wilson B. Robertson, Chairman
13	ATTEST:	ERNIE LEE MAGAHA	
14		Clerk of the Circuit Court	
15		D	
16		By:	
17		Deputy Clerk	
18	(SEAL)		
19 20	ENACTED:		
20 21	ENACIED.		
21		THE DEPARTMENT OF STAT	ATE.
22			
-	EFFECTIVE	DATE:	

Ordinance Clean Copy

ORDINANCE NUMBER 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING SECTION 13.20.00, AMENDING THE DEFINITION OF ELEVATED BUILDING, ADDING GENERAL STANDARDS FOR FLOOD HAZARD REDUCTION, AMENDING SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION, AMENDING SPECIFIC STANDARDS FOR FLOOD HAZARD REDUCTION IN AE ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, land under the jurisdiction of the Santa Rosa Island Authority is unique to Escambia County, the State of Florida and the United States of America. All property within this jurisdiction is owned by Escambia County, and the Santa Rosa Island Authority is charged with the stewardship of the island to protect the public interest of the citizens of Escambia County; and

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset. The Santa Rosa Island Authority is also responsible for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island; and

WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners on October 12, 2011 to amend Section 13.20.05 of Article 13 of the Escambia County Code of Ordinances and modify the definition of "elevated building," to amend the standards under Section 13.20.08 of Article 13 of the Escambia County Code of Ordinances and add general standards for the use of cross-bracing and the placement of pool equipment, and amend specific standards for the substantial improvement of nonresidential structures for flood hazard reduction for nonresidential structures to further the Santa Rosa Island Authority's compliance efforts with the National Flood Insurance Program; and

WHEREAS, the Board of County Commissioners believes that the amendments to Article 13 to the Escambia County Code of Ordinances of Escambia County as recommended by the Santa Rosa Island Authority will further the Santa Rosa Island Authority's compliance efforts with the National Flood Insurance Program and are consistent with the Santa Rosa Island Authority's responsibility for ensuring compliance with the National Flood Insurance Program regulations to make certain that flood insurance is available for those residing on and investing in the island.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article13, Section 13.20.05, is hereby amended as follows (words <u>underlined</u> are additions and words stricken are deletions):

13.20.05 Definitions.

<u>Cross bracing means an industry accepted form of diagonal timber bracing used on</u> <u>foundations under coastal homes.</u>

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Residential <u>and nonresidential</u> structures in AE zones must be constructed to meet VE zone standards.

<u>Pool equipment means any electrically powered equipment (pool pumps and accessories) servicing the pool, excluding pool heaters</u>

<u>Section 2.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, Section 13.20.08 is hereby amended as follows (words <u>underlined</u> are additions and words stricken are deletions):

Section 13.20.08.A General Standards.

11. Cross bracing is NOT permitted except above BFE and perpendicular to the shoreline on a structure that has no breakaway walls. Cross bracing may not be used as part of the structural calculations to meet the required design criteria.

12. All pool equipment must be strapped down or elevated above BFE to prevent floatation during a storm.

Section 13.20.08.B Specific standards for AE zones.

2. Nonresidential structures. All newly construction constructed or substantial improvements of substantially improved nonresidential structures shall have the lowest floor (including basement) be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings) is elevated to at least three feet above the base flood elevation. Nonresidential structures may not be flood proofed in lieu of being elevated. provided that together with all attendant utility and sanitary facilities, be designed so that below the base flood elevation plus one foot the structure is watertight with walls substantially impermeable to the passage of water, and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

A registered professional engineer or architect, who is authorized to certify such information in the state, shall develop and/or review structural design, specifications and plans for construction, and shall certify that the design and methods of construction are in accordance with the accepted standards of practice for meeting this provision. The FEMA flood proofing certificate shall be prepared and submitted to the floodplain administrator along with the corresponding operational and maintenance plans. These plans shall include, at a minimum,

the storage location of the flood proofing measures (panels, gaskets, sealants, etc.), entities responsible for transportation to, and installation at the structure within the available flood warning time for the site.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

<u>Section 5.</u> 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 OF ESCAMBIA COUNTY, FLORIDA

Ву: ____

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA Clerk of the Circuit Court

By: ____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



AI-2452Growth Management Report12. 3.BCC Regular MeetingPublic HearingMeeting Date:07/12/2012Issue:5:47 p.m. A Public Hearing -Moratorium of Rezonings in AIPD AreasFrom:T. Lloyd Kerr, AICP, Department DirectorOrganization:Development Services

RECOMMENDATION:

<u>5:47 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Placing a Moratorium on Rezoning Applications in Specified Areas Adjacent to Local Military Airfields</u>

That the Board review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), placing a moratorium on rezoning applications in specified areas adjacent to local military airfields.

BACKGROUND:

The Navy has recently published an updated AICUZ study for Naval Air Station (NAS) Pensacola and Navy Outlying Landing Field (NOLF) Saufley that revises the noise contours and Accident Potential Zone (APZ) configurations in the areas adjacent to those airfields and as a result of the modifications to the APZs and noise contours, changes in zoning under the existing provisions of the Escambia County Land Development Code, which are based on previous APZs and noise contours, may permit encroachment of incompatible land uses in the vicinity of NAS Pensacola and NOLF Saufley. The County is in the process of evaluating the recent revisions to the AICUZ study and developing a process to accommodate the changes to the APZs and noise contours in its Land Development Code, which is expected to be completed within six (6) months.

At the June 11, 2012, Planning Board meeting, a motion was made to take no action on this matter and to forward to the BCC. Given the understanding and fact that the new maps have been public record for thirteen months, a plan of action has not been established or directed by the County on how to handle the issues of the increased AIPDs. This board does not feel we can support a moratorium without further direction by the Board of County Commissioners.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Draft Ordinance and Clean Copy Map Exhibit A

1 2	ORDINANCE NO. 2012
3 4 5 6 7 8 9 10	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE PROCESSING OF REZONING APPLICATIONS IN SPECIFIED AREAS ADJACENT TO LOCAL MILITARY AIRFIELDS; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR EXCEPTIONS TO THE MORATORIUM TO ALLEVIATE EXTRAORDINARY HARDSHIP ON LAND OWNERS AND DEVELOPERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
11 12 13 14 15 16 17	WHEREAS, incompatible land use near military installations resulting from changes in zoning can adversely affect the ability of the military installations to carry out their mission and may pose threats to public safety due to increased introduction of citizens into areas surrounding military installations that are more susceptible to aircraft accidents, noise, and vibration resulting from military aircraft operations; and
18 19 20 21	WHEREAS, the County recognizes that it is desirable to cooperate with military installations to achieve compatible land use near each military installation, which, in turn, facilitates the continued presence of the military installations; and
21 22 23 24 25 26	WHEREAS, on March 5, 2009, the County and the United States Navy entered into an interlocal agreement to include the Navy's participation in decisions regarding land development in Escambia County to ensure compatible land use near local military installations; and
27 28 29 30 31 32 33 34	WHEREAS, Article 11, Escambia County Land Development Code, incorporates land use regulations that ensure compatible land use in the vicinity of local military installations, including, Airfield Influenced Planning Districts (AIPDs) that provide for regulations and densities based on the Navy's previous Air Installation Compatible Use Zone (AICUZ) studies, the recommendations in OPNAV Instruction 11010.36B, AICUZ Program Procedures and Guidelines for the Department of Naval Air Installations (19 DEC 2002), and the recommendations of the 2003 Joint Land Use Study by the Department of Defense, Department of the Navy, and Escambia County; and
35 36 37 38 39 40 41	WHEREAS, the Navy has recently published an updated AICUZ study for Naval Air Station (NAS) Pensacola and Navy Outlying Landing Field (NOLF) Saufley that revises the noise contours and Accident Potential Zone (APZ) configurations in the areas adjacent to those airfields; and WHEREAS, as a result of the modifications to the APZs and noise contours, changes in zoning under the existing provisions of the Escambia County Land
	BCC: 7-12-12 Re: Moratorium of Rezonings in AIPD Areas Draft Ordinance 1B Page 1

Development Code, which are based on previous APZs and noise contours, may permit
 encroachment of incompatible land uses in the vicinity of NAS Pensacola and NOLF
 Saufley; and

4

5 **WHEREAS, t**he Board of County Commissioners has a responsibility to balance 6 private property rights as well as prevent the encroachment of incompatible development 7 that may jeopardize the mission of NAS Pensacola and NOLF Saufley; and

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WHEREAS, the County is in the process of evaluating the recent revisions to the
 AICUZ study and developing a process to accommodate the changes to the APZs and
 noise contours in its Land Development Code, which is expected to be completed within six
 (6) months; and

14 **WHEREAS,** authority for the Board of County Commissioners to adopt this 15 ordinance includes, but is not limited to, Article VIII, Section 1(f), Constitution of the State 16 of Florida, and Section 125.01(1)(g), Florida Statutes; and

18 WHEREAS, on ______ 2012, a legal advertisement was published in a newspaper of general circulation in the County notifying the public of this proposed ordinance and of the public hearing to be held in the Board of County Commissioners' Chambers at least seven days after the advertisement; and

WHEREAS, on ______ 2012, a second legal advertisement was
 published in the same newspaper notifying the public of the second public hearing to be
 held at least five days after the second advertisement; and

WHEREAS, two public hearings were held pursuant to the published notices described above at which the parties in interest and all others had the opportunity to be and were, in fact, heard regarding the potential negative impact of incompatible development on the mission of NAS Pensacola and NOLF Saufley, as well as testimony and evidence from property owners and prospective purchasers on the hardship resulting from a moratorium.

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

- 36
- 37

38 Section 1. DECLARATION OF MORATORIUM; EXEMPTIONS. 39

40
 1.1. The above recitations are hereby adopted and incorporated by reference as
 41
 41
 41
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- 1.2. The Board of County Commissioners hereby declares that processing of rezoning applications in the specified portions (red hatched areas) of the lands adjacent to the boundary of NAS Pensacola and NOLF Saufley, shown on the attached Exhibit A, shall temporarily cease immediately upon the effective date of this ordinance.
 - 1.3. The moratorium imposed by this ordinance shall not apply to rezoning applications submitted prior to ______.
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Section 2. DURATION OF MORATORIUM.

13 The moratorium imposed by this ordinance shall automatically expire no later 14 than 2012, unless prior to such expiration the Board of County Commissioners, after holding a public hearing, finds and 15 determines that it is necessary to extend the moratorium for a limited and 16 17 specified additional time period or upon the adoption of any necessary text or map amendments to the Land Development Code to prevent further 18 encroachment of incompatible development in the designated areas 19 20 described in attached Exhibit A, whichever occurs first. 21

22 Section 3. ALLEVIATION OF HARDSHIP.

- 3.1. The Board of County Commissioners may authorize exceptions to the moratorium imposed by this ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on a rezoning application for the duration of the moratorium would impose extraordinary hardship on a landowner or developer.
- 30 3.2. A request for an exception based upon extraordinary hardship shall be filed with the County Administrator or designee, by the landowner, or the 31 developer with the consent of the landowner, and shall include a recitation of 32 the specific facts that are alleged to support the claim of extraordinary 33 34 hardship, and shall contain such other information as the County Administrator shall prescribe as necessary for the Board of County 35 36 Commissioners to be fully informed with respect to the application. A copy of 37 the application shall promptly be forwarded to the Commanding Officer of 38 NAS Pensacola. 39
- 403.3.A public hearing on any request for an exception for extraordinary hardship41shall be held by the Board of County Commissioners at the first regular

1 2 3		meeting of the Board of County Commissioners after the expiration of the period for publication of notice of the request for an exception.
4 5 6 7 8	3.4.	Notice of the filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least ten (10) days prior to the hearing in a newspaper of general circulation in Escambia County, Florida.
9 10 11 12	3.5.	In reviewing an application for an exception based upon a claim of extraordinary hardship, the Board of County Commissioners shall consider the following criteria:
13 14 15 16		a. The extent to which the applicant has, prior to 2012, made a substantial expenditure of money or resources in reliance on the availability of the current rezoning process.
17 18 19 20 21		b. Whether the applicant, prior to2012, has contractual commitments in reliance on the availability of the current rezoning process.
21 22 23 24 25 26 27		c. Whether the applicant, prior to 2012, has in reliance on the availability of the current rezoning process incurred financial obligations to a lending institution that, despite a thorough review of alternative solutions, the applicant cannot meet unless development proceeds.
28 29 30 31		d. Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the property.
32 33 34 35	3.6.	The Board of County Commissioners shall consider the following non- exclusive factors under the criteria set forth in subsection 3.5 above:
35 36 37 38 39 40 41		 a. The history of the property; b. The history of any development on the property; c. The history of the property's Future Land Use Map classification; d. The history of the property's zoning; e. Any change in development when property ownership changed; and f. The present size and use of the property.

1 2 3 4 5	3.7	At the conclusion of the public hearings and after reviewing the evidence and testimony placed before it, the Board of County Commissioners shall act upon the request either to approve, deny or approve in part or deny in part the request.
6 7	Section 4.	SEVERABILITY.
8 9 10 11 12 13		If any section, sentence, clause or phase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then the holding shall in no way affect the validity of the remaining portions of this ordinance.
14	Section 5.	EFFECTIVE DATE.
15 16 17		The ordinance shall become effective upon filing with the Department of State.
18 19	DONE	E AND ENACTED this day of, 2012.
20 21		
22 23		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
24 25		By: Wilson B. Robertson, Chairman
26 27		Wilson B. Robertson, Chairman
28 29	ATTEST:	ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT
30 31	By:	
32		Deputy Clerk
33 34		
35	ENACTED:	
36 37	FILED WITH	THE DEPARTMENT OF STATE:
38 39 40	EFFECTIVE	:

Ordinance Clean Copy

ORDINANCE NO. 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE PROCESSING OF REZONING APPLICATIONS IN SPECIFIED AREAS ADJACENT TO LOCAL MILITARY AIRFIELDS; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR EXCEPTIONS TO THE MORATORIUM TO ALLEVIATE EXTRAORDINARY HARDSHIP ON LAND OWNERS AND DEVELOPERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, incompatible land use near military installations resulting from changes in zoning can adversely affect the ability of the military installations to carry out their mission and may pose threats to public safety due to increased introduction of citizens into areas surrounding military installations that are more susceptible to aircraft accidents, noise, and vibration resulting from military aircraft operations; and

WHEREAS, the County recognizes that it is desirable to cooperate with military installations to achieve compatible land use near each military installation, which, in turn, facilitates the continued presence of the military installations; and

WHEREAS, on March 5, 2009, the County and the United States Navy entered into an interlocal agreement to include the Navy's participation in decisions regarding land development in Escambia County to ensure compatible land use near local military installations; and

WHEREAS, Article 11, Escambia County Land Development Code, incorporates land use regulations that ensure compatible land use in the vicinity of local military installations, including, Airfield Influenced Planning Districts (AIPDs) that provide for regulations and densities based on the Navy's previous Air Installation Compatible Use Zone (AICUZ) studies, the recommendations in OPNAV Instruction 11010.36B, AICUZ Program Procedures and Guidelines for the Department of Naval Air Installations (19 DEC 2002), and the recommendations of the 2003 Joint Land Use Study by the Department of Defense, Department of the Navy, and Escambia County; and

WHEREAS, the Navy has recently published an updated AICUZ study for Naval Air Station (NAS) Pensacola and Navy Outlying Landing Field (NOLF) Saufley that revises the noise contours and Accident Potential Zone (APZ) configurations in the areas adjacent to those airfields; and

WHEREAS, as a result of the modifications to the APZs and noise contours, changes in zoning under the existing provisions of the Escambia County Land Development Code, which are based on previous APZs and noise contours, may permit encroachment of incompatible land uses in the vicinity of NAS Pensacola and NOLF Saufley; and

WHEREAS, the Board of County Commissioners has a responsibility to balance private property rights as well as prevent the encroachment of incompatible development that may jeopardize the mission of NAS Pensacola and NOLF Saufley; and

WHEREAS, the County is in the process of evaluating the recent revisions to the AICUZ study and developing a process to accommodate the changes to the APZs and noise contours in its Land Development Code, which is expected to be completed within six (6) months; and

WHEREAS, authority for the Board of County Commissioners to adopt this ordinance includes, but is not limited to, Article VIII, Section 1(f), Constitution of the State of Florida, and Section 125.01(1)(g), Florida Statutes; and

WHEREAS, on ______2012, a legal advertisement was published in a newspaper of general circulation in the County notifying the public of this proposed ordinance and of the public hearing to be held in the Board of County Commissioners' Chambers at least seven days after the advertisement; and

WHEREAS, on ______ 2012, a second legal advertisement was published in the same newspaper notifying the public of the second public hearing to be held at least five days after the second advertisement; and

WHEREAS, two public hearings were held pursuant to the published notices described above at which the parties in interest and all others had the opportunity to be and were, in fact, heard regarding the potential negative impact of incompatible development on the mission of NAS Pensacola and NOLF Saufley, as well as testimony and evidence from property owners and prospective purchasers on the hardship resulting from a moratorium.

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

Section 1. DECLARATION OF MORATORIUM; EXEMPTIONS.

- 1.1. The above recitations are hereby adopted and incorporated by reference as the factual basis that necessitates this action.
- 1.2. The Board of County Commissioners hereby declares that processing of rezoning applications in the specified portions (red hatched areas) of the lands adjacent to the boundary of NAS Pensacola and NOLF Saufley, shown on the attached Exhibit A, shall temporarily cease immediately upon the effective date of this ordinance.

1.3. The moratorium imposed by this ordinance shall not apply to rezoning applications submitted prior to ______.

Section 2. DURATION OF MORATORIUM.

The moratorium imposed by this ordinance shall automatically expire no later than ______ 2012, unless prior to such expiration the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon the adoption of any necessary text or map amendments to the Land Development Code to prevent further encroachment of incompatible development in the designated areas described in attached Exhibit A, whichever occurs first.

Section 3. ALLEVIATION OF HARDSHIP.

- 3.1. The Board of County Commissioners may authorize exceptions to the moratorium imposed by this ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on a rezoning application for the duration of the moratorium would impose extraordinary hardship on a landowner or developer.
- 3.2. A request for an exception based upon extraordinary hardship shall be filed with the County Administrator or designee, by the landowner, or the developer with the consent of the landowner, and shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the County Administrator shall prescribe as necessary for the Board of County Commissioners to be fully informed with respect to the application. A copy of the application shall promptly be forwarded to the Commanding Officer of NAS Pensacola.
- 3.3. A public hearing on any request for an exception for extraordinary hardship shall be held by the Board of County Commissioners at the first regular meeting of the Board of County Commissioners after the expiration of the period for publication of notice of the request for an exception.
- 3.4. Notice of the filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least ten (10) days prior to the hearing in a newspaper of general circulation in Escambia County, Florida.

- 3.5. In reviewing an application for an exception based upon a claim of extraordinary hardship, the Board of County Commissioners shall consider the following criteria:
 - a. The extent to which the applicant has, prior to ______2012, made a substantial expenditure of money or resources in reliance on the availability of the current rezoning process.
 - b. Whether the applicant, prior to _____2012, has contractual commitments in reliance on the availability of the current rezoning process.
 - c. Whether the applicant, prior to ______ 2012, has in reliance on the availability of the current rezoning process incurred financial obligations to a lending institution that, despite a thorough review of alternative solutions, the applicant cannot meet unless development proceeds.
 - d. Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the property.
- 3.6. The Board of County Commissioners shall consider the following nonexclusive factors under the criteria set forth in subsection 3.5 above:
 - a. The history of the property;
 - b. The history of any development on the property;
 - c. The history of the property's Future Land Use Map classification;
 - d. The history of the property's zoning;
 - e. Any change in development when property ownership changed; and
 - f. The present size and use of the property.
- 3.7 At the conclusion of the public hearings and after reviewing the evidence and testimony placed before it, the Board of County Commissioners shall act upon the request either to approve, deny or approve in part or deny in part the request.

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

The 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

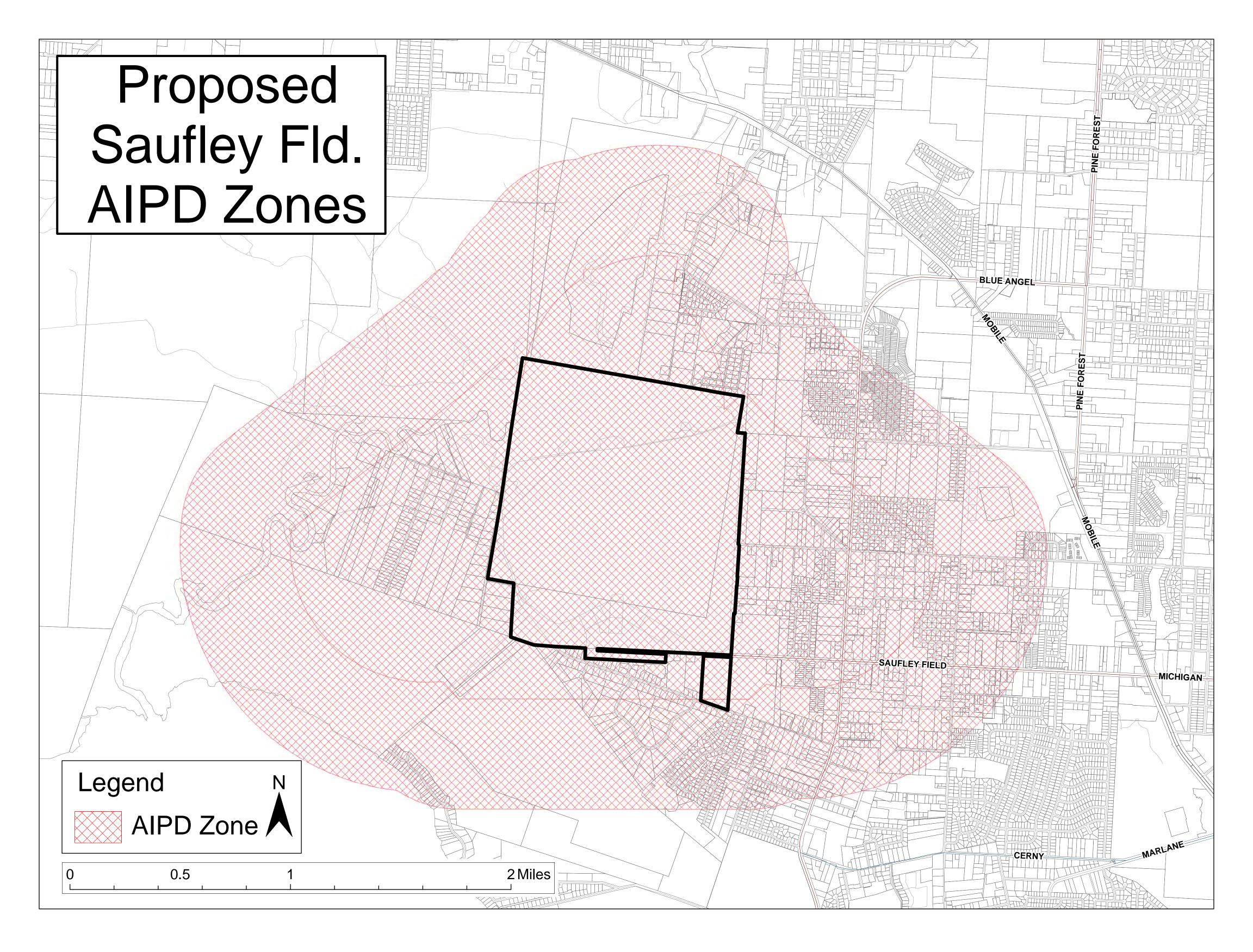
Ву:_____

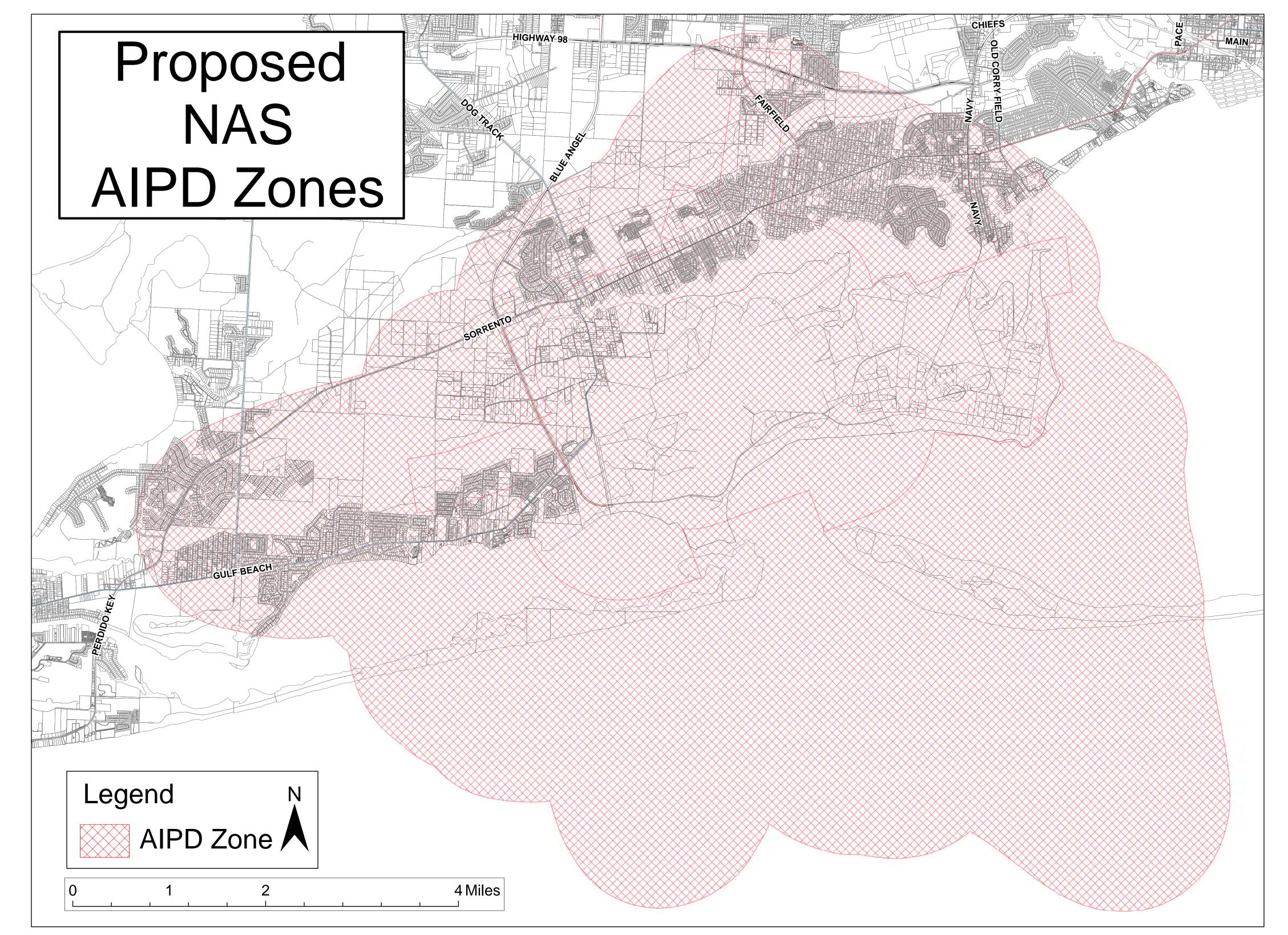
Deputy Clerk

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE:







AI-2677	Gr	owth Management Report	12. 1.
BCC Regular	Meeting	C	onsent
Meeting Date:	: 07/12/2012		
Issue:	Scheduling of Public Hearings		
From:	T. Lloyd Kerr, AICP, Department Dire	ector	
Organization:	Development Services		

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, August 9, 2012

A. 5:45 p.m. A Public Hearing to amend the official zoning map to include the following Rezoning Cases to be heard by the Planning Board on July 9, 2012:

1. Case No.:	Z-2012-13
Address:	4020 Rockey Branch Rd
Property Reference No.:	24-2N-31-1302-000-000
Property Size:	20.24 (+/-) acres
From:	P, Public
To:	VAG-1, Villages Agriculture District
FLU Category:	REC, Recreation
Commissioner District:	5
Requested by:	Escambia County
2. Case No.:	Z-2012-14
Address:	Black Rd
Property Reference No.:	43-4N-31-1005-001-002;43-4N-31-1005-002-002 43-4N-31-1005-000-001
Property Size:	14.83 (+/-) acres
From:	VAG-1, Villages Agriculture District
To:	VR-1, Villages Rural Residential District
FLU Category:	RC, Rural Community
Commissioner District:	5

Requested by:	Jim Cowling, Owner Cassie Brown,Owner, Tara Webb, Owner
3. Case No.:	Z-2012-15
Address:	100 Block E Quintette Rd.
Property Reference No.:	26-2N-31-4230-000-000; 26-2N-31-4230-000-001
Property Size:	95.0 (+/-) acres combined
From:	VAG-1, Villages Agriculture District
To:	ID-2, General Industrial District
FLU Category:	I, Industrial
Commissioner District:	5
Requested by:	William Joseph, Agent for Triple L Farms, Inc. and Panhandle Holdings, LLC

B. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13, Piers, Basins and Marinas on Pensacola Beach.



AI-2872	Count	y Administrator's Report 12. 1.
BCC Regular Meeting		Fechnical/Public Service Consent
Meeting Date:	07/12/2012	
Issue:	Parks & Recreation Department - Re	equest for Disposition of Property
From:	Michael Rhodes, Dept Director	
Organization:	Parks and Recreation	
CAO Approval:		

RECOMMENDATION:

<u>Recommendation Concerning the Request for Disposition of Property for</u> <u>the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department</u> <u>Director</u>

That the Board approve the Request for Disposition of Property Form for the Parks and Recreation Department for property which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be 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 traded in for credit on new equipment.

BUDGETARY IMPACT:

Department will receive a credit toward the purchase of new equipment.

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 will remove the appropriate property tag(s) and return a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Parks & Recreation Department's inventory.

Attachments

Parks Prop Disp

	Clerk & Con Disposing B		s Finance Depart Parks & Recreation		COST CF	NTER NO:	350231	
rkowi. i			Tarks & Recreation	511				
	Susan R. H				DATE:	6/27/2012		
Property (Custodian (.	PRINT FU	JLL NAME)					
Property (Custodian (S	Signature):	Swa	in RI	blt Phone No:	595-4579		
REQUEST	THE FOLL	OWING IT	TEM(S) TO BE DI	SPOSED:				
TAG PI	ROPERTY NUMBER		PTION OF ITEM	SERL	AL NUMBER	MODEL	YEAR	CONDITION
	44684	Por	table Radio	-	SWV6864	LTS	1996	fair
2	44686	Por	table Radio		SWV6197	LTS	1996	fair
(shing) in	44687	Por	table Radio		SWV5720	LTS	1996	fair
2.2.2	44688		table Radio		SWV5405	LTS	1996	fair
2000	44689		table Radio	_	SWV6661	LTS	1996	fair
	44690	Por	table Radio	678	SWV5850	LTS	1996	fair
Disposal Co	-		utdated. Will be tra	ided in to vendo	or for credit against	t new units.		
	unty Adminis cambia Count	stration	Date: <u>6/2</u> 7 Bureau Chief (Sig	1/12	re: Mutael &	holes		
			Bureau Chief (Pri	int Name):	Michael Rhodes			
TO: Bo	ENDATION: ard of County unty Adminis		oners	Charles R. "F	$\frac{1}{23}/12$ R. Quic Randy" Oliver, inistrator or design			
Approved b	y the County	Commissio	n and Recorded in	the Minutes of:	Ernie Lee Magaha By (Deputy Clerk)	a/Clerk of the Circu	uit Court & C	Comptroller
This Equip	nent Has Bee	n Auctioned	l / Sold					
by:				-			_	
Pri	nt Name			Signature			Date	
Property Ta	ig Returned to	o Clerk & C	omptroller's Financ	e Department			<	
Clerk & Co	mptroller's F	inance Sign	ature of Receipt		Date			
Property Cu	stodian, please	complete app	licable portions of dis	sposition form. S	ee Disposal process o	charts for direction	. dg 02-16-	-11



AI-2841	Co	unty Administrator's Report	12. 2.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	07/12/2012		
Issue:	Disposition of Surplus County Pr	operty	
From:	Amy Lovoy, Department Head		
Organization:	OMB		
CAO Approval:			

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 for the Office of Management and Budget 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 (Canon GP 200), Property Number 046836; Antenna w/45FT Ring (Monterey 100C), Property Number 048836; one Copier (Sharp AR287), Property Number 49933; and one Polycom Viewstation (PVS-1419-SP), Property Number 052026.

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.



AI-2853	County	y Administrator's Report	12. 3.
BCC Regular N	leeting 7	Fechnical/Public Service Co	nsent
Meeting Date:	07/12/2012		
Issue:	Request for Disposition of Property		
From:	Joy D. Blackmon, P.E., Department	Director	
Organization:	Public Works		
CAO Approval:	:		

RECOMMENDATION:

<u>Recommendation Concerning a Request for Disposition of Property for the Public Works</u> <u>Department - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board approve the five Request for Disposition of Property Forms indicating twelve items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

BACKGROUND:

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

BUDGETARY IMPACT:

Recoup of funds if/when property is sold; saving funds by re-purposing older vehicles rather than purchasing newer vehicles.

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

Request for Disposition of Property Forms

County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini roved by the County Equipment Has Been Print Name	ty Bureau ty Commissioners istration Commission and Recorded in the	Date: Director or Date: Date: Director or Director or Director or Charles R. "Randy" Oliver County Administrator e Minutes of: Ernie Lee Magaha By (Deputy Clerk) Signature	Quites	Jerry Gra it Court & Co Date	
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini roved by the County Equipment Has Been Print Name	istration ity Bureau ty Commissioners istration Commission and Recorded in the n Auctioned / Sold	Date: Director or Date: Date: Director or Director or Director or Charles R. "Randy" Oliver County Administrator e Minutes of: Ernie Lee Magaha By (Deputy Clerk) Signature	designee	it Court & Co	
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini roved by the County	istration aty Bureau ty Commissioners istration Commission and Recorded in the	Date: Director or Date: Date: Date: Charles R. "Randy" Oliver County Administrator e Minutes of: Ernie Lee Magaha By (Deputy Clerk)	designee	it Court & Co	
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini	istration aty Bureau ty Commissioners istration Commission and Recorded in the	Date: Director or Date: Date: Date: Date: Date: Director or Oliver County Administrator e Minutes of: Ernie Lee Magaha	designee		
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini	istration aty Bureau ty Commissioners istration Commission and Recorded in the	Date: Director or Date: Date: Date: Date: Date: Director or Oliver County Administrator e Minutes of: Ernie Lee Magaha	designee		
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini	istration aty Bureau ty Commissioners istration	Date: Director or Date: Date: Date: Date: Date: Director or Oliver County Administrator e Minutes of: Ernie Lee Magaha	designee		
County Admini M: Escambia Coun OMMENDATION: Board of Count M: County Admini	istration aty Bureau ty Commissioners istration	Date: Director or Date: Date: Date: Date: Director or Oliver Charles R. "Randy" Oliver County Administrator e Minutes of:	designee		
County Admini M: Escambia Coun OMMENDATION: Board of Count	istration aty Bureau ty Commissioners	Date: Director or Date: Date: Date: Charles R. "Randy" Oliver	designee	Perry Gra	у
County Admini M: Escambia Coun OMMENDATION: Board of Count	istration aty Bureau ty Commissioners	Date: Director or Date: Date: Date: Charles R. "Randy" Oliver	designee	Jerry Gra	у
County Admini M: Escambia Coun OMMENDATION: Board of Count	istration aty Bureau ty Commissioners	Date: Director or Date: Date: Caarles R O	designee	Perry Gra	y
County Admini M: Escambia Coun OMMENDATION:	istration aty Bureau	Date: Director or	designee	Jerry Gra	у
County Admini M: Escambia Coun	istration	Date: Director or	designee	Jerry Gra	у
County Admini	istration	Date:	In An	Jerry Gra	у
County Admini	istration	Date:	In An	~	
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	Information Technology Tech				
	Information Tashnalagu Task				
puter is Ready for D	a second s	minian Cianatura			
Sen	d for recycling-Unusable				
	pose to Charity-Unusable for BO				
DRMATION TECHN	NOLOGY (IT Technician):	Print Name			
	and the second sec				12
erty Custodian (Sign	nature):	Phone No:	937-2123		
osing Dept. Roa	ad Department				
	Donated	Other:			
OSAL METHOD:	Junked	XX Auction / Sold			
44783	GRADER	4XM01222	-	1997	FAIR
44785	GRADER	2ZKO1860		1997	FAIR
41605	GRADER MOTOR	X024684X	710A	1994	FAIR
0. NUMBER 35821	TRAILER LOW BOY	10ZL42204K1000432		1989	DITION FAIR
M PROPERTY	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-
UEST THE FOLL	OWING ITEM(S) TO BE DISH	POSED:			
					_
riepen) .	Custodian (PRINT NAME)	COUT CLITICIA	210401	210402	
	manu/ Nov 1 poec	OST CENTER NO	. 210401	210402	
OM: <u>Sherry Ho</u> Property C	Iland Kerr foll				
	- I IN	DF COUNTY COMMISSI			
	ту Но				

DATE: FROM:	Sherry Ho	lland hur He	Childcos	Y COMMISSIO		401		
	Property C	Custodian (PRINT AME)				_	
REOUE	ST THE FOLLO	DWING ITEM(S) TO BE DI	SPOSED:					
ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CON- DITION	
1	54540	MOWER PUSH		222117	126P	2005	BAD	
DISPOS.	AL METHOD:	Junked Donated		on / Sold :: <u>To be used for j</u>	parts and then s	crapped		
Disposin	g Dept. Roa	d Department						
Property	Custodian (Signa	ature):		Phone No:	937-2123			
Compute Date:	r is Ready for Di	Information Technology Te	chnician Signa		, ,			
TO: FROM:	TO: County Administration TROM: Escambia County Bureau			Director or designee Terry Gray				
RECOMMENDATION: TO: Board of County Commissioners FROM: County Administration			Ca	"Randy" Oliver	Denie,			
Approve	d by the County (Commission and Recorded in t	he Minutes of:	Ernie Lee Magaha By (Deputy Clerk)	/Clerk of the Circu	iit Court & Co	mptroller	
	ipment Has Been	Auctioned / Sold						
by:	Print Name		Signature			Date		
Property		Clerk & Comptroller's Financ						
Clerk &	Comptroller's Fir	nance Signature of Receipt	_	Date		-		

DATE: 6/14/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: KEVIN PITTS COST CENTER NO: 340513

Property Custodian (PRINT NAME)

REQUE	ST THE FOLL	OWING ITEM(S) TO BE DIS			10000			
ITEM	PROPERTY	DESCRIPTION OF ITEM			MODEL	YEAR	CON-	
NO. 1	NUMBER 47795	BUS PASSENGER	15GCB21	10X1090303	PHANTON	1999	DITION BAD	
	41155	DODTASSENGER	1500521	10/(10)0505		1777	DILD	
	1	NO ENGINE	N					
		NO TRANSMISSION						
			-					
DISPOS.	AL METHOD:	XX Junked Donated	Auction Other:	/ Sold				
Disposin	g Dept. ESC	CAMBIA COUNTY TRANSIT	r –					
Property	Custodian (Sign	ature): Kevin Pitts Ke	Pitos	Phone No:	595-3228			
				Ann. I				
NEORA	ATION TECHN	OLOGY (IT Technician):		illy b				
Conditio		pose to Charity-Unusable for B d for recycling-Unusable	OCC	Colby Brown Traffic Divis				
		a for recyching-Onasable						
Compute	er is Ready for Di	isposition						
Date:		Information Technology Tec	chnician Signatur	e:				
TO: FROM:	County Admini Escambia Coun			Date: 6- Mary Lou F General Ma		tia	fon	
RECOM	MENDATION:		Date: 6/2	5/12 es R. De				
TO:				2 00				
FROM:					wey			
			Charles R. "Randy" Oliver					
			County Admin	nistrator				
Annroue	d by the County	Commission and Recorded in t	he Minutes of					
Approve	a by me county	commission and recorded in t		Inie Lee Magaha	/Clerk of the Circu	it Court & Co	mptroller	
			Е	By (Deputy Clerk)				
This Eau	ipment Has Beer	n Auctioned / Sold						
	O S DATE O T PAR PA							
by:	and the second sec		Classification			Dete		
D	Print Name	Clark & Canada II and E	Signature			Date		
Property	Tag Returned to	Clerk & Comptroller's Finance	e Department					
Clark 8-	Comptrollor's E	nance Signature of Receipt		Date		-		
CICIK &	compuoner's Fi	nance orgnature of Receipt	1	vate		dg 8-28-08		
						45 0-20-00		

DATE: 6/14/12 TO: BOARD OF COUNTY COMMISSIONERS

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

Clerk & Comptroller's Finance Signature of Receipt

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CON-ITEM PROPERTY NUMBER DITION NO. 43722 LOADER WHEEL 03CL01494 1T28F 1996 FAIR 1 LOADER WHEEL 03CL00962 1T28F 1996 FAIR 2 43723 3 43724 LOADER FRONT END DW5448B547577 1996 FAIR 9600 2001 TRACTOR W/GRID ROLLER U473269 FAIR 4 49469 2001 5 49501 ROLLER HYSTER A53L1509A FAIR Auction / Sold **DISPOSAL METHOD:** Junked XX Donated Other: ROAD DEPARTMENT Disposing Dept. Mone No: Property Custodian (Signature): Sherry Holland 937-2123 INFORMATION TECHNOLOGY (IT Technician): Print Name Conditions: Dispose to Charity-Unusable for BOCC Send for recycling-Unusable Computer is Ready for Disposition Information Technology Technician Signature: Date: Date: **County Administration** TO: FROM: Escambia County Bureau **Terry Gray** Director or designee Date: 6/25/12 **RECOMMENDATION:** Board of County Commissioners TO: Charles R. Olice FROM: County Administration Charles R. "Randy" Oliver **County Administrator** Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department

Date

dg 8-28-08

TO: FROM		mptroller's Finance Departme Bureau: Public Works/Facilities N		NTER NO:	Previous 31	0201 New 210601
		CFM, Director	DATE:	5/29/2012	11	
A SECTION AND A PARTY	and the second s	PRINT FULL NAME	DATE.	5/29/2012		
Proper	ty Custodian (Signature):) www.phone No:	850-595-3190)	
TAG (Y / N)	PROPERTY	LOWING ITEM(S) TO BE DISP DESCRIPTION OF ITEM	OSED: SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47751	Air Handling Unit/Trane	Unknown	08T-Series	1999	Unserviceable
				1		
Disposa	al Comments:	Unit was unservic	eable. Contractor was hired to	replace and dispo	ose of unit.	
Date: TO:	County Admini Public Works D	Fleet Manager Signa stration Date: June 19, Department Department Directo	2012 (106	la Contractoria de la contractor		
TO:	MMENDATION Board of Count County Admini	y Commissioners stration	Date: <u>6/25/12</u> Charles R. "Randy" Oliver County Administrator or design	ee		
Approv	ed by the County	Commission and Recorded in the	Minutes of: Ernie Lee Magaha By (Deputy Clerk)	Clerk of the Circu	iit Court & C	omptroller
This Ec	uipment Has Be	en Auctioned / Sold				
by:						
	Print Name		Signature		Date	
Propert	y Tag Returned t	o Clerk & Comptroller's Finance I	Department			
Clerk &	c Comptroller's I	Finance Signature of Receipt	Date			
		complete applicable portions of dispos	ition form. See Disposal process chi	arts for direction	dg 08-03-	-11

Asset Detail Information - BCC LIVE FINPLUS DATABASE

Attach				
	OK	Back		
Asset				
sset ID *	047751 - 000			
Description *	AIR HANDLING UNIT			
ategory *	166 - EQUIPMENT & FURNITURE			
Department *	210601 - FACILITIES ADMIN			
ocation *	FM280 - JAIL			
Capital Asset *				
Status	ACTIVE			
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	ancial Information Other	Sat Shared at	Fried Lines	
Fund Type *	G - Government 06/09/1999	DESCRIPTION	FACIL MGT	/ JAIL KITCHEN
Date Acquired *	THE WRIGHT CO	TITLE #	- Ito	
lendor	TRANE	EQUIPMENT CODE	- PAC	
Manufacturer	08T-SERIES	TRANSPARENT \$	1210201	
lodel	DOT-SERIES	FUNDG COST CTR	310201	
Berial Number Defined Wi	adaum	7		
Denned Wi	ndows			
Improvement				
Improvement	Description	Date Acquired In	itial Cost	
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				1.5
		OK Back		

http://172.20.118.177/plus/fps/gwc/fglcisapi.dll/@MTkzLjAuMTAuMTc3OjYzNDU=/wa... 5/30/2012

1



AI-2865	County Administrator's Report 12. 4.			
BCC Regular M	eeting Technical/Public Service Consent			
Meeting Date:	07/12/2012			
Issue:	5:34 p.m. Public Hearing Request - Sunset Oaks Subdivision Street Lighting MSBU			
From:	Amy Lovoy, Department Head			
Organization:	OMB			
CAO Approval:				

RECOMMENDATION:

Recommendation Concerning a Public Hearing Request for the Sunset Oaks Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:34 p.m., to consider adoption of an Ordinance creating the Sunset Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Sunset Oaks have submitted a petition requesting the creation of an MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



AI-2867	C	ounty Administrator's Report 12. 5.
BCC Regular Meeting		Technical/Public Service Consent
Meeting Date:	07/12/2012	
Issue:	Request to Schedule a Public H	learing
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning a Public Hearing to Adopt a Rate Resolution for the Santa Rosa Island Fire Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:33 p.m., to adopt a rate Resolution for the Santa Rosa Island Fire Municipal Services Benefit Unit (MSBU).

BACKGROUND:

This recommendation will schedule the public hearing to adopt a revised rate resolution for the Santa Rosa Island Fire Municipal Services Benefit Unit (MSBU). The County's intent is to use the Uniform Method of Collection for Beach Properties as is currently used for all mainland properties in Escambia County. Property owners on Pensacola Beach will receive a single bill that includes all taxes and assessments levied by Escambia County. The Escambia County Property Appraiser's data will be used for for all future billing and will replace the data previously provided by the Santa Rosa Island Authority (SRIA).

BUDGETARY IMPACT:

There is no change to the residential or commercial rates for the Fire MSBU on Pensacola Beach. In Resolution R2003-79, Section 2. G., the provision stating unique properties of 875 square feet fall into a zero assessment category will be removed in the revised rate resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Public Hearings must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2868	Cou	nty Administrator's Report	12. 6.
BCC Regular M	leeting	Technical/Public Service Co	onsent
Meeting Date:	07/12/2012		
Issue:	Request to Schedule a Public Hea	ring	
From:	Amy Lovoy, Department Head		
Organization:	OMB		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning a Public Hearing to Adopt a Rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on July 26, 2012, at 5:32 p.m., to adopt a rate Resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU).

BACKGROUND:

This recommendation will schedule a public hearing to adopt a rate resolution for the Santa Rosa Island Municipal Services Benefit Unit (MSBU). The County's intent is to use the Uniform Method of Collection for Beach Properties as is currently used for all mainland properties in Escambia County. Property owners will receive a single bill that includes all taxes and assessments levied by Escambia County. The Escambia County Property Appraiser's data will be used for all future billing and will replace the data previously provided by the Santa Rosa Island Authority (SRIA). This MSBU covers the cost of the Sheriff's Sub-Station and Mosquito Control services on Pensacola Beach.

BUDGETARY IMPACT:

There will be no change to the residential rates of \$212.12 per unit as is currently levied. Commercial rates will be based on a square footage assessment per commercial business category type instead of the trip category methodology as is currently established under Rate Resolution R98-201. The new methodology and revised rate resolution is designed to generate the same amount of revenue as was generated under the previous rate resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Public Hearings must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2842	County Administrator's Report 12. 1.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	BA#187 - Increase in Personnel Funding for Court Administration
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Budget Amendment #187 - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board approve Budget Amendment #187, Court Administration, Article-V Fund (115) in the amount of \$8,103, to cover an increase in personnel funding for a new Administrative Assistant position using the Court's Local Options funds, to support the cost of the position and the elimination of a funded Student position in the current Fiscal Year 2011-12.

BACKGROUND:

A portion of the \$65 Court Cost is allocated to Local Options for Court Administration to use for judicial activities. These funds will be used for a new part-time Administrative Assistant position to support those activities in Court Administration for the remainder of the current Fiscal Year 2011-12. A Student position will be eliminated when the Administrative Assistant position is filled, this is an allowable use of the funds.

BUDGETARY IMPACT:

This amendment increases the personnel funding allocations in Court Administration by \$8,103. No new revenues are associated with this action.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

One Student position will be eliminated and the creation a part-time Administrative Assistant in the Court Administration's's Local Options cost center 410501.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires increases in personnel allocations to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>BA#187</u>

Board of County Commissioners Escambia County Budget Amendment Request

Request Number #187

Approval Authorities				
	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Article V Fund (115)/ Court Administration Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves		410501	59801	8,103
Total				\$8,103

Transfer To: Article V Fund (115)/ Court Administration Fund/Department

Account Title				Amount
	Project Number	Cost Center	Account Code	
Salaries		410501	51201	5,781
FICA		410501	52101	442
Retirement		410501	52201	308
Life & Health		410501	52301	1,558
Workers' Compensation		410501	52401	14
	·		· ·	
			· ·	
			· ·	

Total

Detailed Justification:

To provide funds for a new Administrative Assistant position for Court Administration. This position will be paid with the Court-side Local Options funds generated by Court Fees per the Article - V Statute.

This will be a part-time position at approximately 30 hours per week and eligible for benefits, a student position will
be eliminated when this position is hired.
Recurring funds will support the position moving forward.

OMB Analyst

Budget Manager

\$8,103



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2858	County Administrator's Report 12. 2.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Budget Amendment #190 - Increase in Personnel Funding
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Budget Amendment #190 - Amy Lovoy, Management and Budget</u> <u>Services Department Director</u>

That the Board approve Budget Amendment #190, Mosquito and Arthropod Control Fund (106) in the amount of \$18,192, to appropriate additional personnel funds due to extra spraying around Escambia County and Pensacola Beach, as a result of the June 2012 flood event.

BACKGROUND:

Escambia County had a tremendous amount of rain on June 9-10, 2012 causing flooding to the area. Extra spraying is needed to control the mosquito population as a result of all the additional water.

BUDGETARY IMPACT:

This amendment is moving funds from reserves to personnel thus not increasing funding levels in Fund 106.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Board of County Commissioners Escambia County Budget Amendment Request

Request Number #190

Approval Authorities				
	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Mosquito and Arthropod Control Fund (106) Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves		220703	59801	18,192
Total				\$18,192

Transfer To: Mosquito and Arthropod Control Fund (106) Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Overtime		220703	51401	18,192
Total				\$18,192

Detailed Justification:

Funds are needed to cover emergency overtime caused from additional spraying as a result of the June 2012 flood event.

OMB Analyst

Budget Manager

Management & Budget Dept Director



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2863	County Administrator's Report 12. 3.
BCC Regular M	leeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Supplemental Budget Amendment #191 - Supplemental Nutrition Assistance Program
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Supplemental Budget Amendment #191 - Supplemental Nutrition</u> <u>Assistance Program - Amy Lovoy, Management and Budget Services Department Director</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$49,493, to recognize proceeds from an Agreement between Workforce Escarosa, Inc., and Escambia County Board of County Commissioners, and to appropriate these funds for the Supplemental Nutrition Assistance Program (SNAP).

BACKGROUND:

The Supplemental Nutrition Assistance Program (SNAP) provides employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 through 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$48,315 and Fund 001 by \$1,178.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This grant will fund one Job Development Counselor who is already providing these services. The Department of Community Affairs will continue to maintain administrative oversight of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

r,

<u>SBA# 191</u>

Attachments

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution Number

R2012-

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

WHEREAS, Escambia County was awarded the Supplemental Nutrition Assistance Program grant by Workforce Escarosa, Inc., and we must recognize these funds to be appropriated for community outreach.

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

General Fund	1		
Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Supplemental Nutrition Asst Grant	110	331624	48,315
Indirect Costs	1	369936	1,178
Total			\$49,493
			ψ+9,+95
		Account Code/	
Appropriations Title	Fund Number/Cost Center	Project Number	Amount
Salaries	110/320220 (new)	51201	32,989
FICA	110/320220 (new)	52101	2,524
Retirement	110/320220 (new)	52201	1,835
Life & Health	110/320220 (new)	52301	8,500
Workers' Compensation	110/320220 (new)	52401	89
Travel and Per Diem	110/320220 (new)	54001	900
Training and Registrations	110/320220 (new)	55501	100
Office Supplies	110/320220 (new)	55101	200
Other Current Charges & Obligations	110/320220 (new)	54901	1,178
Reserves for Operating	001/110201	59805	1,178

Total

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

\$49,493

Adopted

OMB Approved

Supplemental Budget Amendment #191



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2874	County Adr	ninistrator's Report	12. 4.
BCC Regular N	leeting	Budget & Finance C	onsent
Meeting Date:	07/12/2012		
Issue:	SBA#193 - State Aid to Libraries Grant		
From:	Amy Lovoy, Department Head		
Organization:	OMB		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #193 - Amy Lovoy. Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #193, Other Grants & Projects Fund (110) in the amount of \$32,145, to recognize the State Aid to Libraries Grant funds from the State of Florida, and to appropriate these funds for the local Library System.

BACKGROUND:

The State of Florida has provided grant funding for the local Library System in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$32,145.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>SBA#193</u>

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution Number

R2012-

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

WHEREAS, Escambia County has received grant funding from the State of Florida for Libraries and these grant funds must now be recognized and be appropriated for the Escambia County Library System.

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

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title State Library Grant	Fund Number 110	Account Code 334710	Amount \$32,145
Total			\$32,145
Appropriations Title Aids to Governmental Agencies	Fund Number/Cost Center 110/110209	Account Code/ Project Number 58101	Amount \$32,145
Total			\$32,145

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA, COUNTY, FLORIDA

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment

193



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2678	County A	dministrator's Report 12. 5.
BCC Regular M	leeting	Budget & Finance Consent
Meeting Date:	07/12/2012	
Issue:	Real Estate Brokerage Services, PD 11	-12.019
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

<u>Recommendation Concerning Real Estate Brokerage Services - Amy Lovoy, Management and</u> <u>Budget Services Department Director</u>

That the Board award Contract PD 11-12.019, for Real Estate Brokerage Services to Sell Florida Homes, Inc., with the commission for all properties at 3% of the purchase price or a \$500 minimum flat fee, whichever is greater, payable at closing per the terms and conditions of the Brokerage Services Agreement and authorize the Chairman to sign all related documents.

[Funding: Fund 151, LOST, Brownsville CRA Cost Centers 20102 and 220515, Project #08NE0058, Object Code 52101]

BACKGROUND:

Frontera Circle is a neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. As part of a Community Redevelopment revitalization effort, the County is engaged in seeking the acquisition of properties within the neighborhood for revitalization and redevelopment. The abatement, assembly and redevelopment of these areas are made more difficult by clouded titles, liens, foreclosures, absentee landlords/owners. The services of a Real Estate firm will provide the expertise and resources needed to acquire these troubled properties.

BUDGETARY IMPACT:

[Funding: Funding 151 LOST, Brownsville CRA, Cost Centers 20102 and 220515, Project# 08NE0058, Object Code 52101]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Section 46-44, Applications, Exemption; and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

agreement

Attachments

AGREEMENT FOR REAL ESTATE BROKERAGE SERVICES

PD 11-12.019

This is an Agreement is made this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Sell Florida Homes, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), with a Federal Employer Identification Number of 371615095 and whose principal address is 1328 North Highway A1A, Satellite Beach, Florida 32937.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional real estate brokerage services; and

WHEREAS, the County is in need of a Contractor to provide such services in order to acquire certain designated properties in Escambia County for economic and neighborhood revitalization efforts as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Term.</u> This Agreement shall commence upon the date last executed by the parties and continue for a term of one (1) year. This Agreement may be renewed for two (2) successive 12 month periods upon mutual consent of the parties. In no event shall the agreement extend beyond three (3) years in duration after exercising all options for renewal.

3. <u>Scope of Services.</u> Contractor agrees to provide real estate brokerage services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification PD 11-12.019, attached hereto as Composite Exhibit "A." In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. <u>Compensation.</u> In exchange for Contractor's provision of the scope of services referenced in Section 3 above, Contractor shall receive compensation as set forth in the Cost Proposal, attached hereto as Exhibit "B".

5. <u>Work Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order.

6. <u>Method of Payment</u>.

In the event Contractor facilitates the purchase of real property on behalf of County, Contractor may receive compensation in the form of a commission as provided in Paragraph 4 upon closing of title.

7. <u>Termination.</u>

This Agreement may be terminated by either party for cause, or by the County for convenience, upon providing thirty (30) days written notice to the other party. In the event of such termination, the County shall be liable for the payment of any services properly performed prior to the effective date of termination.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations and County ordinances, and failure to perform in a timely manner any provision of this Agreement.

In no event shall termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated by County, the Contractor shall indemnify the County against any loss related to the termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest. demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 9. <u>Insurance</u>. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability or Malpractice or Errors or Omissions with minimum limits of \$1,000,000 per occurrence.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sell Florida Homes, Inc. Attention:Jayne Ward 5480 North Shore Road Pensacola, Florida 325067 To: County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502 Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of ______, 2012, and Sell Florida Homes, Inc., signing by and through its President, duly authorized to execute same.

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court	By: Wilson B. Robertson, Chairman Date:
Ву:	BCC Approved:
(SEAL)	This document approved as to form and legal sufficiency. By:
	CONTRACTOR: SELL FLORIDA HOMES, INC.
	By: Laura L. Getsinger, President
ATTEST: By:	
Corporate Secretary	

(SEAL)

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Real Estate Brokerage Services

SPECIFICATION NUMBER PD 11-12.019

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Monday, May 14, 2012

A Non-Mandatory Pre-Proposal Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 on Thursday, May 3, 2012 at 10:00 a.m. CDT. All proposers are encouraged to attend.

Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32591-1591

Board of County Commissioners Wilson B. Robertson, Chairman Gene Valentino, Vice Chairman Grover Robinson IV Marie Young Kevin W. White

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:

Joe Pillitary, CPPB, CPPO Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place 2nd Floor, Room 11.101 Pensacola, FL 32502 T: 850.595.4878 F: 850.595.4805 E-mail: joe_pillitary@co.escambia.fl.us Website: www.myescambia.com

Technical Questions:

Eva A. Peterson, Division Manager Community Redevelopment Agency Community & Environment Dept. Escambia County, FL – Old Courthouse 221 Palafox Place, Suite 305 Pensacola, FL 32502 Tel: (850) 595-3217 Fax: (850) 595-3218

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT	
A	
	-
	exhibit A

ESCAMBIA COUNTY FLORIDA REQUEST FOR PROPOSALS PROPOSER'S CHECKLIST Real Estate Brokerage Services SPECIFICATION PD 11-12.019

HOW TO SUBMIT YOUR PROPOSAL:

 Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE. All Documents And Submittals Shall Be Received By The Office Of Purchasing On Or Before Date And Hour For Specified For Receipt. Late Proposals Will Be Returned Unopened.

* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- One (1) bound original and one (1) CD of the following documents shall be included with the proposal:
 - Proposal Form
 - Tab 1 Title Page
 - Tab 2 Table of Contents
 - Tab 3 Letter of Transmittal
 - Tab 4 Company History
 - Tab 5 Qualification
 - Tab 6 Scope Response
 - Tab 7 Approach to Project
 - Tab 8 References and Past History
 - Tab 9 Statement of Litigation
 - Tab 10 Cost Proposal
 - Tab 11 Sample Agreement
 - Tab 12 Standard Documents
 - o Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida Statutes</u>, On Entity Crimes
 - o Drug-Free Workplace Form
 - o Information Sheet For Transactions And Conveyances Corporate Identification
 - o Certificate Of Authority To Do Business From The State Of Florida

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

 Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

HOW TO SUBMIT A NO PROPOSAL:

 If You Do Not Wish To Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The "Reason For No Proposal" Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only. Do Not Return With Your Proposal.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Part A Summary
- Part I General Information
- 1-1 Purpose
- 1-2 Issuing Officer
- 1-3 Contract Consideration
- 1-4 Rejection
- 1-5 Inquiries
- 1-6 Addenda
- 1-7 Schedule
- 1-8 Proposal Content and Signature
- 1-9 Negotiations
- 1-10 Recommended Proposal Preparation Guidelines
- 1-11 Disclosures
- 1-12 Delays
- 1-13 Work Plan Control
- 1-14 Method of Payment
- 1-15 Prime Contract Responsibilities

Part II Information Required from Real Estate Broker Proposal Form

- Tab 1 Title Page
- Tab 2 Table of Contents
- Tab 3 Letter of Transmittal
- Tab 4 Company History
- Tab 5 Qualification
- Tab 6 Scope Response
- Tab 7 Approach to Project
- Tab 8 References and Past History
- Tab 9 Statement of Litigation
- Tab 10 Cost Proposal
- Tab 11 Sample Agreement
- Tab 12 Standard Documents
 - o Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida Statutes</u>, On Entity Crimes
 - o Drug-Free Workplace Form
 - o Information Sheet For Transactions And Conveyances Corporate Identification
 - o Certificate Of Authority To Do Business From The State Of Florida
- Part III Criteria for Selection
- Part IV Scope of Work

PART A SUMMARY

Escambia County is seeking proposals from qualified firms to provide Escambia County with real estate services to include representing the County in negotiations for acquisition of property in support of the Community Redevelopment Agency and their efforts to purchase, rehabilitate and sell properties in the five community redevelopment areas. We anticipate selecting several firms in order to have a variety of service types for review.

Code of Conduct of Participants

Section 2. Definitions.

Black out period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Section 3. Policy. That the following policy will apply to all methods of source selection:

Conduct of Participants-

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **black out period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Section 4. Sanctions.

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or

(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

PART I GENERAL INFORMATION

1-1 PURPOSE

1-1 <u>PURPOSE</u>

The Board of County Commissioners of Escambia County is seeking the professional services of qualified firms to act as the County's agent to acquire properties and to complete the steps necessary for obtaining clear title to the properties.

The County acquires both commercial and residential properties in a variety of methods including, purchase, foreclosure, tax escheatment and donations. These properties in many cases must then be surplused and sold. It is the intent of this solicitation to have a professional firm act as the County's agent in the acquisition of clear title and completion of other requirements as necessary to prepare the property for sale.

The County has the need to acquire certain designated properties in the designated areas for furtherance of County activities and programs. The selected firm would assist in and act as the County's agent to acquire these properties as directed by the Community Redevelopment Agency.

1-2 ISSUING OFFICERS

The project director shall be Eva Peterson, Manager of the Community Redevelopment Agency. The liason officer shall be Glenn Griffith, Community Redevelopment Agency; the contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-3 <u>CONTRACT CONSIDERATION</u>

It is expected that the contract shall be in the form of an agreement after negotiation and shall include all the requirements included in section 46-132 of the Escambia County Code of Ordinances. These will include but not be limited to:

- An exclusive listing for a time certain
- The commission to be paid
- The nature and scope of obtaining clear title of the property
- The legal description of the property
- The applicability of all disclosure laws.
- Such other information or provisions appropriate or standard in the real estate industry provided however, that any protection period is subject to negotiation.

1-4 <u>REJECTION</u>

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Real Estate Broker.

1-5 INQUIRIES

Purchasing questions and additional information, contact: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place, 2nd Floor Pensacola, FL 32502 Tel: (850) 595-4878 Fax: (850) 595-4805 E-mail: joe pillitary@co.escambia.fl.us

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **seven (7) working days prior to the proposal due date**, a request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 <u>SCHEDULE</u>

The following schedule may be adhered to in so far as practical in all actions related to this procurement and is subject to change.

Α.	Mailing date of proposals	Monday, April 16, 2012
Β.	Pre-Proposal Conference	Thursday, May 3, 2012
С.	Proposals Due	Monday, May 14, 2012

1-8 PROPOSAL CONTENT AND SIGNATURE

One (1) original and 5 (five) CD's containing the proposal submittal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-9 <u>NEGOTIATIONS</u>

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All proposers shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals; all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-11 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-12 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-13 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Fees shall be negotiated.

1-15 PRIME CONTRACT RESPONSIBILITIES

The selected firm(s) shall be required to assume responsibility for all services offered in his proposal. The selected contractor(s) shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

PART II INFORMATION REQUIRED FROM REAL ESTATE BROKER

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

- Tab 1
 Title Page Real Estate Brokerage Services Specification Number PD 11-12.019
- Tab 2 Table of Contents
- Tab 3 Letter of Transmittal A signed letter of transmittal briefly stating proposers' understanding of the work to be done.
- Tab 4 Company History Provide a brief history of the firm, including number of years in business.
- Tab 5 Qualification Provide professional credentials, certifications, resumes', licenses and experience of the firm and each of the personnel who will work on this project (include resumes).

- Tab 6 Scope Response Describe your understanding of the Scope of Services and the County's needs and any specialized skills that are available from your firm related to this RFP.
- Tab 7 Approach to Project Provide in detail your firms approach and methodology as it relates to providing Real estate brokerage services to governmental entities. Such other information as the Vendor wishes to include, that is relevant to the delivery of this service.
- Tab 8 References and Past History The vendor should list, at least five (5), similar projects completed in the last five (5) years with other government entities. Indicate the start date of project, scope of work, and name, phone number, fax number and email address of client contact.
- Tab 9 Statement of Litigation Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.
- Tab 10 Cost Proposal -
 - Cost will be based on a percentage commission on the transaction per normal Real Estate Commission practices. (brokerage fees)
 - Title Search lump sum per property
 - Legal services as required per hour
- Tab 11
 Sample Agreement offers to sell property to the County shall be presented in the attached form (Contract for Sale and Purchase).
- Tab 12 Standard Documents
 - Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida Statutes</u>, On Entity Crimes
 - Drug-Free Workplace Form
 - Information Sheet For Transactions And Conveyances Corporate Identification
 - Certificate Of Authority To Do Business From The State Of Florida

PART III CRITERIA FOR SELECTION

Working knowledge of all facets of purchase and acquisition of real estate transactions including but not limited to:

- 1. Locating, contacting and negotiating with (absentee) owner and ability to remedy impedances.
- 2. Identifying relevant parties, navigating policy and statutory procedures to negotiate absolution of encumbrances.
- 3. Reviewing, utilizing policy and statutory guidelines for property acquisition.
- 4. Direct experience working with financial institutions dealing with, including but not limited to: foreclosure proceedings, mortgage documents, and direct negotiation to secure clear titles from said institutions.

- 5. Understanding of title insurance, policy and binder documents and ability to remedy problems pertaining to said documents.
 - a. Real Estate contract negotiation
- 6. Cost Proposal

PART IV SCOPE OF WORK

In the interests of providing professional services to assist Escambia County Community Redevelopment Agency (CRA) Staff with purchasing and/or acquiring certain properties within Escambia County for economic and neighborhood revitalization efforts, the County is pursuing the retention of services with an expertise in the field of real estate acquisition. One of the goals is to negotiate clear titles within a defined budget structure. The awarded firm and/or individual will pursue, on behalf of Escambia County, the acquisition of townhouse and vacant parcels within target areas. Please provide a proposal of fee structure, as well resume and relevant experience vitae related to the selection criteria in Part III.

The selected firm(s) and/or agents shall also work closely with staff to assist in acquiring certain properties necessary for certain County projects. These duties could include but not be limited to researching available properties that match particular criteria, making offers to potential sellers, negotiating on behalf of the County. The Board of County Commissioners will have the final approval on the acquisition of any properties.

INDEMNIFICATION AND INSURANCE

A. Indemnification:

The firm shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement. The firm'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 firm agrees to pay on behalf of Escambia County, as well as provide legal defense for the County, both of which will done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

B. Insurance:

1. Without limiting liability under the contract agreement, the firm shall procure and maintain at its sole expense during the life of the contract, insurance types and in the minimum amounts stated below which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder.

The firm shall maintain a Commercial General Liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability.

The firm shall maintain an Automobile Liability insurance policy with One Million Dollars (\$1,000,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the firm.

The firm shall maintain a Workers' Compensation and Employer's Liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

The firm shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

- 2. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the County. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to the County and subject to the approval of the Risk Management Office.
- 3. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by Claudia Simmons, Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32591-1591.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO: JOE PILLITARY, CPPO, CPPB Purchasing Coordinator Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850)595-4878 Fax No: (850) 595-4807 **ESCAMBIA COUNTY FLORIDA**

Request for Proposals

REAL ESTATE BROKERAGE SERVICES

SOLICITATION NUMBER: PD 11-12.019

SOLICITATION

MAILING DATE: Monday, April 16, 2012 PRE-PROPOSAL CONFERENCE: Thursday, May 3, 2012 at 10:00 a.m., CDT OFFERS WILL BE RECEIVED UNTIL: Monday, May 14, 2012 at 3:00 p.m., CDT and may not be withdrawn within <u>90</u> days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:			ALL BE CO	MPLETED BY OFFE	
DELIVERY DATE WILL BEDAYS AFT	ER RECIEPT OF PURCHA	ASE ORDER.			
VENDOR NAME:				REASON FOR NO	OFFER:
ADDRESS:					
CITY, ST. & ZIP:					
PHONE NO.: ()				BID BOND ATTAC	HED S N/A
TOLL FREE NO.: ()					<u> </u>
FAX NO.: ()					
I certify that this offer is made without prior understanding, gop person submitting an offer for the same materials, supplies, or equi or finad. I agree to abide by all conditions of this offer and certify and that the offeror is in compliance with all requirements of the requirements. In submitting an offer to Escambia County Florid offeror will convey, sell, assign or transfer to Escambia County Florid offeror will convey, sell, assign or transfer to Escambia County Florid offeror will convey, sell, assign or transfer to Escambia County Florid county is discretions such assignment shall be made and become eff "*Failure to execute this Form binding the b	ipment, and is in all respects fair and with that I am authorized to sign this offer f a solvinistion, including but not limited it a, the offeror agrees that if the offer is and the United States and the State of Pio ed or acquired by Escambia County Fi foctive at the time the County tenders for Adder/proposer's offer shat	these collusion for the offerer occupied, the order of the second order of the order of the orde	** SIGNA 5 bld/propose r shall have per	mission 10 sign via a resolution	ED) IZED TO SIGN OFFER - <i>responsive</i> .
Directors on behalf of the company. Awarded contractor this solicitation and the bid response of the awarded contr					ing. The terms and conditions of
CONTRACTOR		ESCAMBL	A COUNTY FL	ORIDA	
Name and Title of Signer (Type or Print)		Name and T	Tale of Signer (T	ype or Print)	
Name of Contrastor					
			County	Administrator	Date
By Signature of Person Authorized to Sign		WITNESS			
- v v	Date				Date
ATTEST:Corporate Secretary	Date	WITNESS			Date
[CORPORATE SEAL]					
ATTEST: Witness	Date	Awarded D	ale		
ATTEST		Effective D			
Witness	Date	Enecuve Da	al6		·····

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _

(print name of the public entity)

by

(print individual's name and title)

for_

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida</u> <u>Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida</u> <u>Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means: a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

		(signature)	
Sworn to an subscribed before me this	day of		
Personally known	·····		
OR produced identification	Notary Public - State of		
(Type of identification)	My commissio	n expires	

(Printed typed or stamped commissioned name of notary public)

Information Sheet for Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County legal department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

	(Please Circle One)			
Is this a Fiorida Corporation:	<u>Yes</u>	ог	No	
If not a Florida Corporation, In what state was it created: Name as spelled in that State:				
What kind of corporation is it:	"For Profit"	ог	"Not for Profit"	
ls it in good standing:	Yes	ог	No	
Authorized to transact business in Florida:	Yes	or	No	
State of Florida Department of State Certificate No.:	of Authority Docu	ment		
Does it use a registered fictitious name:	Yes	or	No	
Names of Officers: President:	Secretary:			
Vice President: Director: Other:	Director:			
Name of Corporation (As used in Florida):				
(Spelled exactly as it is registered with the state	e or federal goverr	nment)		
Corporate Address:				
Post Office Box:			<u> </u>	
City, State Zip:			<u>_</u>	
Street Address:		· · · ·		
City, State, Zip:		• ·		
(Please provide post office box and street addre	ess for mail and/or	expres	s delivery; also for recorded	

instruments involving land)

(Please continue and complete page 2)

Page 2 of 2 Corporate Identification

Federal Identification Number:_____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Telephone Number:_____ Facsimile Number:_____

E-mail:

Name of individual who will sign the instrument on behalf of the company:

(Contract must be signed by the President or Vice-President. Any other officer must have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by:_____ Date:_____

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Submitter's Signature

Date

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between , whose address is

(Seller), and 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, (Buyer).

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on ______

2. PURCHASE PRICE; PAYMENT. The purchase price is ______(\$_____) payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. SELLER'SAFFIDAVITASTO UNRECORDED MATTERS, POSSESSION AND MECHANIC'SLIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Incidental Expenses Reimbursement Form, Warranty Deed and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.

7. COSTSAND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Title Insurance (Buyer); Survey (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); costs to cure title defects (Seller).

8. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker other than ______, who is agent of the Seller and who will be compensated by the Seller. ______ must receive a commission of _______ at closing. There are no other brokerage commissions or payments required under this provision.

The parties represent and warrant to one another that no other licensed real estate broker or salesperson other than listed here has been used to procure this sale.

9. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

10. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed on or before ______ 20___. Time is of the essence.

11. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

12. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

13. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

14. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

15. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

16. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

17. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

18. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

19. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

20. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

TO SELLER:

WITH A COPY TO:

Escambia County Attorney's Office 14 West Government Street, Room 411 Pensacola, Florida 32501

21. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

22. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

<u>o.</u> Attorney's Office 23. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

24. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

25. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

26. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

27. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, either Seller or Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

28. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

	EALED AND DELIVERED ESENCE OF:	ESCAMBIA COUNTY, FLORIDA by and
	Loence of.	through its duly authorized BOARD OF COUNTY COMMISSIONERS
ATTEST:	Ernie Lee Magaha Clerk of the Circuit Court	COUNTY COMMISSIONERS
		, Chairman
Deputy Cler	'k	
BCC Appro	ved:	
Witness		_
Print Name		– By: Print Name Title
Witness		-
Print Name		_
STATE OF F	FLORIDA F ESCAMBIA	
The f	foregoing instrument was acknowled	lged before me this day of, 20, , who () is personally known to me, () as identification.
produced cur	rent	as identification.
		Signature of Notary Public
(Notary Seal))	Printed Name of Notary Public

SPECIFICATION NUMBER

PD 11-12.019

COST

PROPOSAL

SELL FLORIDA HOMES, INC

Acquisition of Property by Escambia County, FL when property is listed with another Broker or Seller agrees to Pay Commission. – No cost to the County. Seller of property is responsible for paying commission to Sell Florida Homes, Inc. and if the property is listed with another Broker, the commission to be paid by the Seller is posted on the Multiple Listing Service and paid at closing to Sell Florida Homes, Inc.

Acquisition of Property by Escambia County, FL when the Seller Refuses to Pay Commission to Sell Florida Homes, Inc. Escambia County, FL will pay to Sell Florida Homes, Inc 3% Commission of total sales price with a minimum of \$500 per transaction at closing.

Ex. County needs to acquire non listed property, Seller refuses to pay commission to Sell Florida Homes, Inc.

Title Fees - will be actual documented fees paid by Escambia County, FL at closing through a Title company selected by the county.

Legal Services - will be provided by the Escambia County, FL attorney and/or the selected Title Company.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2756	County	Administrator's Report	12. 6.
BCC Regular M	leeting	Budget & Finance C	onsent
Meeting Date:	07/12/2012		
Issue:	Purchase of Vehicles for Facilities Ma	nagement	
From:	Amy Lovoy, Department Head		
Organization:	OMB		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning the Purchase of Vehicles for the Facilities Management Branch -</u> <u>Amy Lovoy. Management and Budget Services Department Director</u>

That the Board authorize the County to piggyback off the State of Florida Term Contract #071-000-12-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for three 2012 Ford F-250 pickup trucks and one 2012 Ford F-350 pickup truck, for the Facilities Management Branch, in accordance with the specifications of PD 11-12.040, to Hub City Ford Mercury, Inc., dba Hub City Ford, Inc., in the amount of \$125,398.20

[Funding: Fund 001, General Fund, Cost Center 210406, Object Code 56401]

BACKGROUND:

These Ford F-250 units will replace three service trucks (year models 2000, 2001, 2003, respectively) currently assigned to Facilities Management, Property #'s 48609, 49693, and 52123. Age, mileage/operating hours, and increasing maintenance costs warrant the replacement of these pieces of equipment.

The Ford F-350 will replace a service van (year model 2001) currently assigned to Facilities Management, Property # 49012 Age, mileage/operating hours, and increasing maintenance costs warrant the replacement of these pieces of equipment.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 210406, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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-2770	County Administrator's Report 12	2. 7.
BCC Regular M	leeting Budget & Finance Cons	ent
Meeting Date:	07/12/2012	
Issue:	Uniform Rental Service Contract, 11-12.028	
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Uniform Rental Service Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Uniform Rental Service Contract, PD 11-12.028, to Unifirst Corporation, for a period of 36 months, with the effective date of July 12, 2012, and extending through to August 1, 2015, with an option to extend for 2, 12-month periods, as required by the Facilities Management Branch and other Divisions/Departments, for an annual amount of \$64,000, and authorize the Chairman to sign all related documents.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401]

BACKGROUND:

The Invitation to Bid PD 11-12.028 for Uniform Rental Service was advertised in the Pensacola News Journal on April 30, 2012. Unifirst Corporation, Inc. was the sole bidder.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401, \$32,000; Fund 401, Solid Waste Cost Center 230301, 230304, 230306, 230307 & 230314, Object Code 54401, \$22,000; Fund 001, General Fund, Animal Shelter Cost Center 320501, Object Code 54401, \$6,100; Fund 001 General Fund, M & A Cost Center 220701, Object Code 54401, \$3,900]

LEGAL CONSIDERATIONS/SIGN-OFF:

The standard agreement will be executed based on the solicitation.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent the Escambia County, FL Code of Ordinance Chapter 46 Finance, Article II Purchasing and Contracts, Division 3 Procedures, Section 46-85 Same-Bid-Award.

IMPLEMENTATION/COORDINATION:

Purchasing will be responsible for obtaining signed Contracts, Insurance and Issuance of the Purchase Orders.

Agreement

Attachments

AGREEMENT RELATING TO UNIFORM RENTAL SERVICES PD 11-12.028

This Agreement is made this _____ day of ______, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and UniFirst Corporation, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 04-2103460 and whose principal address is 68 Jonspin Road, Wilmington, MA 01887.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for uniform rental services (PD 11-12.028); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. <u>Recitals.</u> The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Term.</u> This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years, unless terminated earlier pursuant to paragraph 7.

3. <u>Scope of Services.</u> Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 11-12.028, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. <u>Contract Amount.</u> In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor in accordance

with the Bid Form, dated May 22, 2012, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**.

5. <u>Purchase Orders</u>. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. <u>Method of Billing</u>. Contractor shall submit invoices to the County on a weekly basis. Invoices shall reflect the number of hours expended and the amount due and owing for weekly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. <u>Termination</u>. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

Indemnification. The Contractor agrees to save harmless, indemnify, and 8. defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the The parties understand and agree that such Contractor is legally liable. indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. <u>Insurance</u>. The Contractor is required to carry the following insurance:

(a) General Automobile Liability with \$1,000,000 minimum per occurrence for all liability.

(b) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(c) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(d) Excess or Umbrella Liability.

(e) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: UniFirst Corporation Attention: Stephanie Prater 5237 Halls Mill Road, Bldg Q Mobile, AL 36619 To: County Attention: County Administrator 221 Palafox Place, Pensacola, Florida 32502 Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of ______, 2012, and UniFirst Corporation, signing by and through its Manager, duly authorized to execute same.

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

By:			
-,.	Wilson B	. Robertson,	Chairman

Date:

BCC Approved:

By:_____

(SEAL)

CONTRACTOR: UNIFIRST CORPORATION

By:

Stephanie Prater, Manager

ATTEST:

By:___

Corporate Secretary

(SEAL)

This d and le	ocum	ent ap	oprove	d as to	form
By: Title:	74	NA	M	Hu	ap
Date:	-6	28	12		

ESCAMBIA COUNTY FLORIDA

INVITATION TO BIDDERS

UNIFORM RENTAL SERVICES

SPECIFICATION NUMBER PD 11-12.028

PRE-SOLICITATION CONFERENCE: 10:30 a.m., CDT, Tuesday, May 8, 2012 BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Tuesday, May 22, 2012

Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners

Wilson Robertson, Chairman Gene M. Valentino, Vice Chairman Grover Robinson, IV Kevin W. White Marie Young

Procurement Assistance:

Lester L. Boyd Purchasing Specialist Office of Purchasing, 2nd Floor Matt Langley Bell, III Building 213 Palafox Place Pensacola, FL 32502 Tel: (850) 595-4944 Fax: (850) 595-4805

Technical Assistance:

David W. Wheeler, CFM Facilities Management 100 E. Blount Street Pensacola, FL 32501 Tel: (850) 595-3190 Fax: (850) 595-3192

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



UNIFORM RENTAL SERVICES PD 11-12.028

TABLE OF CONTENTSForms marked with an (* Asterisk) must be returned with Offer.Forms marked with a (** Double Asterisk) should be returned with Offer.

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Information Sheet for Transactions and Conveyances Corporation Identification **	10 & 11
List of General Terms and Conditions (Incorporated by Reference)	12 & 13
Special Terms and Conditions	14 - 21
Scope of Work/Specifications	22
Vendor Qualification Form	26

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO: Lester L. Bovd **Purchasing Specialist** 213 Palafox Place, Pensacola, FL 32502 Office of Purchasing, 2nd Floor, Room 11.303 Post Office Box 1591, Pensacola, FL 32591-1591 Phone No: (850) 595-4944 Fax No: (850) 595-4805 **ESCAMBIA COUNTY FLORIDA**

INVITATION TO BID

UNIFORM RENTAL SERVICES

SOLICITATION: # PD 11-12.028

SOLICITATION

MAILING DATE: Tuesday, April 30, 2012

PRE-BID CONFERENCE: 10:3 0 a.m., CDT, Tuesday, May 8, 2012 in the Matt Langley Bell III Building, 213 Palafox Place, 2nd Floor, Conference Room 11.407, Pensacola, FL 32502

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Tuesday, May 22, 2012 and may not be withdrawn within _90_days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR) TERMS OF PAYMENT: FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: DELIVERY DATE WILL BE DAYS AFTER RECIEPT OF PURCHASE ORDER. VENDOR NAME: **REASON FOR NO OFFER:** ADDRESS: CITY, ST. & ZIP: BID BOND ATTACHED: N/A PHONE NO.: () TOLL FREE NO.: (- 1 FAX NO.: (I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or found. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to errification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is secepted, the offeror will convey, sell, assign or transfer to Escambia County Florida, the offeror agrees that if the offer is all causes of action it may now or hereafter acquire under the Anti-trus laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florido. Alto County is direction that estimates the solution and hereafter and by Escambia County is a complete the County in the county is the solution and hereafter to be the solution of the upper the solution to the the county is the county in the county in the county is the county in the county is the county in the county is the county in the county in the county in the county is the county in the county in the county in the county is the county in the (TYPED OR PRINTED) Florida. At the County's discretion such assignment shall be made and become effective at the time the County (MANUAL)

**Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

AWARD Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of by a contract of a second of the company. Awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR Name and Title of Signer (Type or Print)			ESCAMBIA COUNTY FLORIDA Name and Title of Signer (Type or Print)		
	- 10 · 11 · 11 · 11 · 11 · 11 · 11 · 11		WITNESS		
ву	Signature of Person Authorized to Sign	Date		Date	
ATTEST:			WITNESS		
	Corporate Secretary	Date		Date	
	(CORPORATE SEAL)				
ATTEST:			Awarded Date		
	Witness	Date			
ATTEST:_			Effective Date		
	Witness	Date			

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

BID FORM Specification Number PD 11-12.028 UNIFORM RENTAL SERVICES

Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Uniform Rental Service**, PD 11-12.028 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Line Item	**************************************			
#	Description	Qty Total	Unit Price	Total Cost
1	Supervisor Shirts - Long Sleeve - Men	24		
2	Supervisor Shirts - Short Sleeve- Men	64		
3	Supervisor Shirts - Long Sleeve - Women	6		
4	Supervisor Shirts - Short Sleeve - Women	5		
5	Regular Work Shirts - Long Sleeve - Men	27		
6	Regular Work Shirts - Short Sleeve - Men	127		
7	Regular Work Shirts - Long Sleeve - Women	0		
8	Regular Work Shirts - Short Sleeve - Women	0		
9	Striped Work Shirts - Long Sleeve - Men	36		
10	Striped Work Shirts - Short Sleeve - Men	371		
11	Striped Work Shirts - Long Sleeve - Women	57		
12	Striped Work Shirts - Short Sleeve - Women	42		
13	Regular Work Polo Shirts - Short Sleeve - Men	8		
14	Regular Work Polo Shirts - Short Sleeve - Women	0		
15	Work Shirts - Long Sleeve - Men	44		
16	Work Shirts - Short Sleeve - Men	466		
17	Work Shirts - Long Sleeve - Women	57		
18	Work Shirts - Short Sleeve - Women	97		
19	Flame Resistant Shirts, Long Sleeve - Men	0		
20	Flame Resistant Shirts, Long Sleeve - Women	0		
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	43		
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	144		
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	0		
24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	0		
_25	Denim Shirt - Long Sleeve – Men	0		

Page 1 of 3

PD 11-12.028 Bid Form continued Page 2 of 3

26	Denim Shirt - Short Sleeve - Men	0	
27	Denim Shirt - Long Sleeve - Women	0	
28	Denim Shirt - Short Sleeve - Women	0	
29	Work Pants - Men	121	
30	Work Pants -Women	6	
31	Cotton Pants - Men	528	
32	Cotton Pants - Women	99	
33	Pants, Flame Resistant - Men	0	
34	Pants, Flame Resistant - Women	0	
35	Executive Slacks - Men	33	
36	Executive Slacks - Women	8	
37	Vendor Brand Denim Jeans - Men	572	
38	Name Brand Denim Jeans - Men	28	
39	Vendor Brand Denim Jeans - Women	28	
40	Name Brand Denim Jeans - Women	0	
41	Pleated Shorts	50	
42	Skirts - Women	4	
43	Coveralls	6	
44	Jackets	75	
45	Enhanced Visibility Jackets w/ Stripes	0	
46	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0	
47	Shop Towels	0	
48	Door Mat - 4' x 6'	6	
49	Door Mat - 3' x 5'	2	
50	Door Mat - 3' x 10'	4	

Discount rate per month on prorated specialty items: _____% Attach a list or indicate on this form what items are considered specialty items that are subject to being prorated. PD 11-12.028 Bid Form continued Page 3 of 3

CONTRACTOR REQUIREMENTS

Addendum No	Date	Addendum No	Date	
Addendum No	Date	Addendum No	Date	
	(PLEASE TYPE INFOR	MATION BELOW)		
	SEAL IF BID IS BY	CORPORATION		
State of Florida Department o Document Number		ity Bidder:		
Occupational License No		Ву:		
Florida DBPR Contractor's Lic Registration NoN/A		Signature:		
Type of Contractor's License, RegistrationN/A	Certification and/or	Title: Address:		
Expiration Date: N/A		Person to contact concern	ning this bid:	
Terms of Payment (Check one) Net 30 Days	_ 2% 10th Prox	Phone/Toll Free/Fax # E-Mail Address: Home Page Address:		
Will your company accept Ese Cards? YesNo		Person to contact for eme		
Will your company accept Eso Payment Vouchers? Yes		Phone/Cell/Pager #:		
County Permits/Fees required PermitNone Known	Cost	Person to contact for disa		
		Home Phone/Cell/Pager		

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____

(print name of the public entity)

by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FloridaStatutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

		(signature)
Sworn to an subscribed before me this	day of	, 19
Personally known		
OR produced identification		Notary Public - State of
(Type of identification)		My commission expires

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that does:

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)							
Is this a Florida Corporation		<u>Yes</u>	Ó	r	<u>No</u>		
If not a Florida Corporation, In what state was it created: Name as spelled in that State	e:						
What kind of corporation is it:	<u>"For P</u>	rofit"	or	<u>"Not f</u>	or Profit"		
Is it in good standing:	<u>Yes</u>	or	<u>No</u>				
Authorized to transact business in Florida:	Yes	or	<u>No</u>				
State of Florida Department of State	Certific	ate of A	Authori	ty Docu	iment No.:		
Does it use a registered fictitious	name:	<u>Yes</u>	or	<u>No</u>			
Names of Officers: President: Vice President: Director: Other:			Treas Direc	surer: tor:			

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:	
Post Office Box:	
City, State Zip:	
Street Address:	
City, State, Zip:	

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2 Corporate Identification

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number:______Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

	Ε	ND	
--	---	----	--

(850) 488-9000	Verified by:	Date:

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

<u>The following General Terms and Conditions are incorporated by reference and have the</u> <u>same legal effect as if printed in its entirety.</u>

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

<u>NOTE</u>: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

<u>Bid Information</u> See Home Page URL: http://www.co.escambia.fl.us/purchasing Click on ON-LINE SOLICITATIONS

- 1. <u>Sealed Solicitations</u>
- 2. Execution of Solicitation
- 3. <u>No Offer</u>
- 4. Solicitation Opening
- 5. Prices, Terms and Payment
 - 5.01 <u>Taxes</u>
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
- 6. Additional Terms and Conditions
- 7. Manufacturers' Name and Approved Equivalents
- 8. Interpretations/Disputes
- 9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose any Gift Giving
 - 9.03 Gratuities
- 10. Awards
- 11. Nonconformance to Contract Conditions
- 12. Inspection, Acceptance and Title
- 13. Governmental Restrictions
- 14. Legal Requirements
- 15. Patents and Royalties
- 16. Price Adjustments
- 17. Cancellation
- 18. Abnormal Quantities
- 19. Advertising
- 20. Assignment
- 21. Liability
- 22. Facilities
- 23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS The following General Terms and Conditions are incorporated by reference (continued).

- 24. The Successful Bidder(s) must Provide
- 25. Addition/deletion of Items
- 26. Ordering Instructions
- 27. Public Records
- 28. Delivery
- 29. <u>Samples</u> 30. Addition
- 30.Additional Quantities31.Service and Warranty
- 31. <u>Service and Warra</u> 32 Default
- 32. Default
- 33. Equal Employment Opportunity
- 34. Florida Preference
- 35. Contractor Personnel
- 36. <u>Award</u>
- 37. Uniform Commercial Code
- 38. Contractual Agreement
- 39. Payment Terms/Discounts
- 40. Improper Invoice; Resolution of Disputes
- 41. Public Entity Crimes
- 42. Suspended and Debarred Vendors
- 43. Drug-Free Workplace Form
- 44. Information Sheet for Transactions and Conveyances
- 45. Copies
- 46. License and Certifications For access to Certification/Registration Form for doing Business in

Florida go to the Department of State, Division of Corporations,

URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html

- 47. Execution of Contract
- 48. Purchase Order
- 49. No Contingent Fees
- 50. Solicitation Expenses
- 51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg.,213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number <u>PD 11-12.028, "Uniform Rental Services"</u>, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Escambia County is seeking a responsive, responsible uniform rental company to provide various types, styles and sizes of uniforms to multiple departments, at various locations within Escambia County.

2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone: (850) 595-4944, Fax: (850) 595-4805. Technical questions are to be directed to David W. Wheeler, CFM, Director, Facilities Management, Phone: (850) 595-3190, Fax: (850) 595-3192.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror's on the documentation to be submitted during the procurement process.

4. <u>Pre-Solicitation Conference</u>

A Pre-Solicitation Conference will be held at the Matt Langley Bell III Building, 213 Palafox Place, 2nd Floor, Conference Room #11.407, Pensacola, FL, on Tuesday, May 8, 2012 at 10:30 a.m. CDT.

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. <u>Delivery</u>

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. <u>Payment</u>

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place, First Floor Pensacola, FL 32502

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the bid form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer. Only the County will determine if alternate item is equal.

10. <u>Samples/Demonstrations</u>

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. All samples shall be identified by vendor name and solicitation number.

11. <u>Protection of Property/Security</u>

All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. Any changes in the terms or conditions, shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

The contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

15. <u>Pricing</u>

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Price Adjustment

The contract resulting from this Solicitation may include provisions for two (2) price

adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

17. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., <u>unless otherwise</u> <u>stipulated by the offeror on the bid form</u>.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

18. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. <u>Award</u>

Award shall be made on an "all-or-none total" basis.

22. <u>Termination</u>

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. <u>Termination (Public Records Request)</u>

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.)

24. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

25. Additional Quantities

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

26. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.

- 4. Designate Escambia County as the certificate holder as follows: Escambia County Attention: Lester L. Boyd, Purchasing Specialist Office of Purchasing, Room 11.303 P.O. Box 1591 Pensacola, FL 32591-1591 Fax (850) 595-4805
- 5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

27. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy

SPECIFICATIONS

UNIFORM RENTAL SERVICES

SCOPE OF WORK

The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

VENDOR RESPONSIBILITIES

Uniform Rental with Full Services

All initial uniforms shall be furnished NEW by the successful vendor. Each employee shall receive a set of uniforms for each day the employee works over a two (2) week period, plus one set. (5 days/wk = 11 sets) and one jacket.

Each employee's uniforms shall be properly laundered and neatly pressed, by iron/steamer with creases and returned on hangers and delivered to the appropriate work location. Pressing of uniforms will be in accordance with acceptable standards and the best practices of the industry.

All jackets shall be cleaned at no cost to the county.

Any shortage shall be immediately credited to the employee. This includes pants, shirts, and jackets "MISSING" from clean garments. Credit shall be based on a prorated unit cost per man per week.

All prices shall be quoted on the basis of delivery and pick-up by the vendor to and from locations within Escambia County as required during the contract period.

The unit base price shall reflect the weekly charge based on a twelve-month uniform rental "INCLUDING REPLACEMENT OF WORK AND DAMAGED GARMENTS."

The initial contract delivery shall be within six (6) weeks after the award date.

This contract is based on five (5) working days for all departments.

The successful vendor will be required to establish a check-in/check-out inventory system for all locations where garments will be delivered and picked up. <u>The bidder shall submit a SAMPLE FORM that will be</u> <u>used at each location</u>. The check-in/check-out form must show the number of shirts, pants, and jackets turned in by each employee and the number of shirts, pants and jackets returned by the vendor each week. The county will have a designated employee coordinate check-in/check-out at each location.

Deliveries shall be made a minimum of once per week to each location requiring the service within the county. The check-in/check-out process shall be performed during each delivery with a copy given to and verified with the user department representative.

All garments/uniforms shall be laundered using detergents or cleaners that leave the garments odor free. Uniforms that retain an offensive smell or residual odor after laundering will not be acceptable. Garments delivered in a worse condition than when picked up, will not be acceptable.

Facilities Management locations at 190 Government Blvd., 223 Palafox Place, 1800 St. Marys Avenue, and 100 East Blount Street should be delivered the same day and by the same driver, who will drop off all invoices at the 100 East Blount Street location. The invoices for 4901 Camp Road North, Century, Florida should be mailed to Facilities Management, 100 East Blount Street, Pensacola, FL 32501.

All uniforms shall be maintained in a reasonable condition including the replacement of buttons and the sewing of any rips. Garments shall be replaced by the vendor, with new garments if during the contract period, the county department representative deems the garments too badly damaged, faded, shabby or unfit to wear at the vendor's expense. If the employee intentionally damages the uniform, the cost of the uniform will be responsibility of the employee. Uniform damaged during normal course of work duties will be replaced with a new garment by vendor at no additional cost.

All replacement of garments shall be with new garments. Garments shall be tagged and returned in a repaired condition or replaced within one (1) week, at no cost to the County.

Repair tags shall be supplied by the successful vendor, so that the County employees may tag the damaged uniform. Tag shall be attached to repaired uniform when returned and checked "Repaired".

Embroidered emblems and logos:

Emblems will be supplied by the successful vendor and sewn on shirt and jacket at a point designated by each department. There shall also be a separate emblem to identify the employee by name. ALL BLOCKED LETTERING WILL BE EMBROIDERED OR SCREENED ON THE GARMENT OR A PATCH STITCHED on the garment. (Some departments may require embroidered logos, others may be screened.) Design of emblem will be provided to the successful vendor after award of contract. All name emblems and logo emblems shall be approved as to design and color prior to being applied to garments.

The cost of these emblems will be the vendor's responsibility and shall be included in the rental price for the shirt. No additional allowances will be made for emblems required under this contract.

Specialty Garments:

Specialty garments are articles of clothing not standard rental clothing for uniform rental company. Specialty garments will be prorated at a specified rate when the article of clothing needs to be replaced or the employee leaves the employment of the department or the County. A list of the garments subject to being prorated shall be attached or notated on the bid form.

Garment Construction:

All points of stress shall be tacked with special attention to front and back pockets.

Pants shall have reinforced crotch.

All pants will have an inner waist lining and pockets to be of a nylon blend, or equivalent to insure durability.

All garments shall be washed using methods in full accord with the State of Florida requirements governing commercial and industrial laundries.

All garments shall be treated for mildew prevention.

Measurements:

All garments shall be individually fitted to the employee. All measurements shall be taken at a mutually agreed upon time between the successful vendor and the designated County representatives as listed under the locations specified by the County.

Employee Identification Markings:

All garments shall have the employee's name permanently marked in an inconspicuous location, to prevent theft or loss.

Colors:

Color swatches (or actual garments) may be requested prior to bid award.

All supervisor and industrial shirts are to be available in standard solid colors and stripes. All polo shirts are to be available in standards solid colors or with contrasting patterns on collar and cuffs. All pants are to be available in standard industry colors.

Hangers:

The county encourages recycling. Therefore, a means should be provided to facilitate the recycling of hangers.

Detailed Specifications:

All shirts will be available in S, M, L, XL, XXL, 1X, 2X, 3X, 4X and 5X in Regular or Long Tailed or equivalent at no additional charge to the County, including ordering, in Men and Women sizes.

Regular Work Shirts - Long and Short sleeves, with a minimum of 50% cotton, with banded collar and sevenbutton front.

Striped Work Shirts – Long and Short sleeves, with a minimum of 50% cotton, with banded collar and seven-button front.

Regular Work Polo Shirts - Polo, mesh knit that is non-pilling with stain release, three buttons with chest pocket and side vents, hemmed sleeves and straight bottom.

Detailed Specifications (Continued):

Supervisor Shirt- Long and Short sleeves, 60% cotton/40% polyester, durable press, top stitched, banded collar; back box pleat, seven-button front with single chest pocket or "Approved Equal".

Work Shirts – Long and short sleeves, 4.75 oz 65% polyester / 35% cotton poplin blend, durable-press soft comfort finish, moisture management, fade, soil, and wrinkle resistant with a minimum six buttons with vertical buttonholes.

Enhanced Visibility Shirts – Poplin 65% polyester/35% cotton, approximately 4–1/4 oz., two –piece, lined collar, sewn in stays, stitched down front with button closure., two 1/2 inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back. Red Kap #SP 24 for short sleeve and Red Kap #SP14 for long sleeve or "Approved Equal" in sizes as listed above.

Men's Flame Resistant Shirt - Red Kap # SC90 Indura or "Approved Equal" 7 oz. Twill, 100% cotton. Six buttons with vertical button holes, button at neck. Two piece, fully lined collar, no stays. One piece, fully lined cuffs, with stitched down front facing. Two buttons through hex style pockets with flaps, bar tacks. Bar tacked pencils stall in left pocket. Long sleeve only. Available in sizes as listed above.

Pre-washed 100% Cotton Denim Shirt - Long sleeve and Short Sleeve, with left chest pocket.

All pants should be available in S, M, L, XL, XXL, XXXL, 1X, 2X, 3, 4X AND 5X or sizes equivalent up to waist size of 55 inches, at no additional charge to the County, including order, in Men and Women sizes.

Work Pants - Durable press, 65% polyester / 35% combed cotton, plain front, front and back pockets, reinforced stress point and button front closure.

Cotton Work Pants – 100% pre-shrunk cotton twill, wrinkle-resistant finish, plain front, front and back pockets with ratcheting zipper with button closure.

Executive Pants – Cotton/Polyester, Wrinkle resistant and with a single hook and eye closure or button, two welt back pockets and front quarter pockets, brass zippers, pleated fronts, straight leg style and non-roll waistband.

Denim Blue Jeans, pre-shrunk, two front pockets with watch pocket, two back pockets, brass zipper, button or snap at waist, 100% cotton.

Flame Resistant Pants - Red Kap # PC94 or "Approved Equal", approximately 9 oz. twill, 100% cotton, brass ratcheting zipper, button closure and inner-lined waistband. Two set in slack style front pockets, two single welted hip pockets, left hip pocket has button closure.

Shorts – 65% polyester / 35% cotton pleated front, .25 oz. twill with stain release, deep front pockets, two back pockets, lined front fly, brass zipper, available in flat or pleated fronts.

Women's Skirt - Durable press 65% polyester 35% combed cotton permanent press mid calf women skirt.

Detailed Specifications (Continued):

Coveralls, Red Kap, Reed Flex or "Approved Equal". Durable press 65% polyester/35% combed cotton permanent press with soil release and wicking action. Insulated option/non-insulated option and safety stitched.

Jacket - Hip length 65/35 medium weight twill, quilted perm-lining, two slash pockets and tricep pencil pocket with solid brass zipper Cintas #970 or "Approved Equal".

Enhanced Visibility Jacket - Hip length 65/35 medium weight twill, quilted perma-lining, two slash pockets and tricep pencil pocket, two 1/2 inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back with solid brass zipper Cintas #970 or "Approved Equal".

Vendor Qualification Form
Uniform Rental Services
PD 11-12.028

Company Name _____

Complete address of the facility which will service Escambia County, Florida

Are uniforms cleaned at this location: Yes_____ No____

If not, list address where uniforms are cleaned:

Provide a description of your firm, including scope of operations (local, regional, national), number of locations, types of business activities and services, and other pertinent data.

How long has your firm been in the business of uniform rental services?

What is your approximate annual sales volume for uniform rental services?

Has your firm terminated any contracts for uniform rental services during the past 24 months? If so, list the names and addresses of the company, the name and telephone number of the primary contact person, and an explanation of the circumstances surrounding the termination. Yes _____ No _____

List current customers with whom you have a similar contract for providing uniform rental services.

Company:	
Address:	
Address:City, State, Zip Code:	
Company:	
Address:	
Address:City, State, Zip Code:	
Company:	
Address:	
City, State, Zip Code:	
Company:	
Address:	
City, State, Zip Code:	

BID FORM Specification Number PD 11-12.028 UNIFORM RENTAL SERVICES

Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502

22/12 Date:

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Uniform Rental Service, PD 11-12.028 as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Line Item #	Description	Qty Total	Unit Price	Total Cost
1	Supervisor Shirts - Long Sleeve - Men	24	.12	2.85
2	Supervisor Shirts - Short Sleeve- Men	64	.14	8.94
3	Supervisor Shirts - Long Sleeve - Women	6	.18	1.08
4	Supervisor Shirts - Short Sleeve - Women	5	.14	.70
5	Regular Work Shirts - Long Sleeve - Men	27	.13	3.51
6	Regular Work Shirts - Short Sleeve - Men	127	.12	15. H
7	Regular Work Shirts - Long Sleeve - Women	0	.13	Ø
8	Regular Work Shirts - Short Sleeve - Women	0	.12	Ø
9	Striped Work Shirts - Long Sleeve - Men	36	16	5.74
10	Striped Work Shirts - Short Sleeve - Men	371	.18	lolo. 78
11	Striped Work Shirts - Long Sleeve - Women	57	.16	9.12
12	Striped Work Shirts - Short Sleeve - Women	42	. 18	7.54
13	Regular Work Polo Shirts - Short Sleeve - Men	8	. 35).90
14	Regular Work Polo Shirts - Short Sleeve - Women	0	. 35	ø
15	Work Shirts - Long Sleeve - Men	44	. 13	5.72
16	Work Shirts - Short Sleeve - Men	466	.12	55.92
17	Work Shirts - Long Sleeve - Women	57	.13	7.41
18	Work Shirts - Short Sleeve - Women	97	.12	11.04
19	Flame Resistant Shirts, Long Sleeve - Men	0	1.04	ø
20	Flame Resistant Shirts, Long Sleeve - Women	0	1.04	Ø
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	43	. 35	15.05
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	144	:32	46.00
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	0	. 35	ø
24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	0	.32	Ø
25	Denim Shirt - Long Sleeve - Men	0	.24	Ø



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PD 11-12.028 Bid Form continued Page 2 of 3

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26	Denim Shirt - Short Sleeve - Men	0	.24	Ø
27	Denim Shirt - Long Sleeve - Women	0	.28	Ø
28	Denim Shirt - Short Sleeve - Women	0	28	Ø
29	Work Pants - Men	121	. 18	2178
30	Work Pants -Women	6	,18	108
31	Cotton Pants - Men	528	.37	195.34
32	Cotton Pants - Women	99	.46	45.54
33	Pants, Flame Resistant - Men	0	1.64	Ø
34	Pants, Flame Resistant - Women	0	1.64	Ø
35	Executive Slacks - Men	33	, 35	1,55
36	Executive Slacks - Women	8	, 39	3.12
37	Vendor Brand Denim Jeans - Men	572	مد.	114.40
38	Name Brand Denim Jeans - Men Winnler	28	.40	11.20
39	Vendor Brand Denim Jeans - Women	28	. 32	8. ⁹⁴
40	Name Brand Denim Jeans - Women Lan Jer	0	,43	Ø
41	Pleated Shorts	50	29	5.80
42	Skirts - Women	4	,28	1.12
43	Coveralis	6	. 45	2.70
44	Jackets	75	Ø	Ø
45	Enhanced Visibility Jackets w/ Stripes	0	.64	Ø
46	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0	1.52	K
47	Shop Towels	0	, 10	Ø
48	Door Mat - 4' x 6'	6	2.50	15
49	Door Mat - 3' x 5'	2	2.0	4 [∞]
50	Door Mat - 3' x 10'	4	3. 00	1200

Discount rate per month on prorated specialty items: ____% Attach a list or indicate on this form what items are considered specialty items that are subject to being prorated. PD 11-12.028 Bid Form continued Page 3 of 3

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CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No	Date 5/2/12	Addendum No	Date
Addendum No	Date	Addendum No	Dale
	(PLEASE TYPE INFO	RMATION BELOW	
	SEAL IF BID IS BY	CORPORATION	
State of Florida Departmen Document Number	t of State Certificate of Autho	Bidder Un Mr.H	
Occupational License No		By: Stephenin Pri	etrs
Florida DBPR Contractor's Registration NoN/A	License, Certification and/or	Signature: <u>Jam</u> Title: <u>Salk</u> Manua	
Type of Contractor's Licens RegistrationN/A	se, Certification and/or	Address: 5277 Halls	Mill Rd Bin Him W
Expiration Date:N/A		Person to contact concern	
Terms of Payment (Check one) Net 30 Days		Phone/Toll Free/Fax # 	<u>1.661.0218</u> <u>Dic-prater ce</u> unifirit. con DW. unifirst. com
Will your company accept to Cards? YesNo	Escambia County Purchasing —·	Person to contact for eme	ergency service:
Will your company accept to Payment Vouchers? Yes_		<u>JCSon (TCL)</u> Phone/Cell/Pager #: <u>3</u>	51 382 3084
County Permits/Fees requi	red for this project:		
<u>Permit</u> None Known	Cost	Person to contact for disa <u>JCSON Green</u> Home Address:	
		Home Phone/Cell/Pager	#:_251 382 30R4



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2801	County Administrator's Report 12.8.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Jernigan Road Safety Upgrades, PD 11-12.033
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Jernigan Road Safety Upgrades – Amy Lovoy, Management and</u> <u>Budget Services Department Director</u>

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.033, "Jernigan Road Safety Upgrades", to Roads, Inc., of NWF, for a total amount of \$1,026,026.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0045]

BACKGROUND:

Bids were received from four contractors on June 12, 2012. Roads, Inc of NWF was the lowest Responsive and Responsible bidder.

This project consists of the widening and resurfacing of Cody Road/Jernigan Road from Olive Road to Nine Mile Road. Project will include other work associated with the resurfacing and widening of the roadway such as curbing, stormwater collection system, concrete swales, headwall construction, potable water line adjustments, installation of guardrail, maintenance of traffic, stormwater pollution prevention, seed and mulch, shoulder work, pavement striping, etc..

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0045

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Standard Form Contract D to be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Bid Tabulation

Safety Upgrades			
	te Bid Bond	Acknowledgement of Addenda	Grand Total
Conveyances Business Corporation in the ID State of Florida			
N	Y	Y	\$1,296,513.90
Y Y	Y	Y	\$1,094,395.64
Y Y	Y	Y	\$1,118,680.00
Y Y	Y	Y	\$1,026,026.00
Aph Dennis, Purchasing Specialist, MABA, CPPB DATE: Ju	DATE: June 12, 2012		
DATE: Ju	ine 12, 2012		
DATE: JI	ine 12, 2012		
	ATE: Ji ATE: Ji AR	0ATE: June 12, 2012 0ATE: June 12, 2012 CAR	DATE: June 12, 2012 DATE: June 12, 2012 CAR BOCC

The Purchasing Manager/Designee recommends to the BCC: That the Board award an Indefinite Quantity, Indefinite Delivery Contract 11-12.033 to Roads, Inc. of NWF for a total amount of \$1,026,026.

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 6/14/2012 @ 9:30am

BD/Ik



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2862	County Administrator's Report 12. 9.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Change Order #1 to StopLoss Specialists LLC., for Emergency Repairs to various buildings as a result of the June 9, 2012 flooding
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning the Change Order #1 to StopLoss Specialists, LLC, for</u> <u>Emergency Repairs to Various Buildings as a Result of the June 9, 2012, Flooding - Amy Lovoy,</u> <u>Management and Budget Services Department Director</u>

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Purchase Order 121374, to StopLoss Specialists, LLC, in the amount of \$112,661, to complete the work of cleanup and repairs to buildings, as a result of the damage from the flooding of June 9, 2012.

Department:	Public Works		
Division:	Facilities Management		
Туре:	Addition		
Amount:	\$112,661.00		
Vendor:	StopLoss Specialists, LLC		
Project Name:	Emergency Repairs - June 9, 2012 Flooding		
Contract:	N/A		
PO:	121374		
Change Order No.:	121374-1		
Original Award Amount:	\$418,653		
Cumulative Amount of Change Orders	through this CO: <u>\$112,661</u>		
New P.O. Total:	\$531,314		

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various]

BACKGROUND:

Pursuant to Escambia County Code Section 37-35 (a)(1) a proclamation was issued to declare a state of local emergency in Escambia County at 2:46 pm on June 9, 2012 in preparation for the immediate and necessary response to the eminent threat to the health, safety and welfare of Escambia County residents and visitors posed by the rain event of June 9, 2012 and the potential for flooding throughout the County. Escambia County experienced record levels of rainfall during the 24 hour period June 9, 2012; West Pensacola recorded more than 21 inches in a 24 hour period. The extreme levels within 24 hours and the continuation of rain within the

next 24 hours resulted in flooding throughout the Escambia and Santa Rosa County areas damaging homes, businesses, infrastructure, vehicles and equipment.

Unforeseen conditions and events beyond the flood water remediation contractor's control at the Central Booking and Detention Facility created additional scope of work. This is the final change order and will complete all water remediation efforts at our affected buildings.

BUDGETARY IMPACT:

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project No. Various]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of ordinances of Escambia County Florida, Chapter 46. Section 46-86, Amendments/changes after award.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Change Order.

Attachments

Emergency Proclamation

PROCLAMATION DECLARING STATE OF LOCAL EMERGENCY (BY CHAIRMAN OF BCC)

WHEREAS, the Emergency Management Division has advised that severe flooding resulting from the rain event of June 9, 2012 has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), as amended by Ordinance No. 2002-28, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a)(1), as amended, I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.

- I am the duly selected Chairman of the Board of County Commissioners of Escambia County, Florida.
- After due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting.
- 4. Pursuant to Escambia County Code Section 37-35 (a)(1), as amended, in the event a special meeting of the Board of County Commissioners cannot be convened, the Chairman of the Board of County Commissioners may declare a state of local emergency.

- 5. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 2:46 p. m., central time, this 9th day of June 2012.
- 6. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
- 7. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any

other provision of law or county ordinance and the adopted Escambia County Management Plan.

8. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

9.

This Proclamation shall be transmitted to the Secretary of State upon adoption.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT

A COUNTY COMMAN all Deputy HINNING CONTRACTION Clerk day of ______ 2012.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2869	County Administrator's Report 12. 10.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Contract Award for PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	
	· · · · · · · · · · · · · · · · · · ·

RECOMMENDATION:

Recommendation Concerning the Beach Haven Northeast Drainage & Sanitary Sewer Project -Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Beach Haven Northeast Drainage & Sanitary Sewer Project:

A. Award a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, in the amount of \$999,430;

B. Approve, subject to Legal review and sign-off, the Interlocal Cost Sharing Agreement for Beach Haven Northeast Drainage & Sanitary Sewer Project, between Emerald Coast Utilities Authority and Escambia County Board of County Commissioners; and

C. Authorize the Chairman to sign the Agreement, and any subsequent related documents, subject to Legal review and sign-off.

[Funding: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project No. 08EN0272]

BACKGROUND:

Request for Letters of Interest, PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project were publicly noticed on Monday, April 23, 2012 to 109 known firms. Responses were received from 5 firms on Tuesday, May 8, 2012.

BUDGETARY IMPACT:

[Funding: Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project No. 08EN0272]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services)

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Contract documents

EXHIBIT A

Scope of Services – PD 11-12.030 Beach Haven Northeast Drainage & Sanitary Sewer Project

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project as described below and as presented in Exhibits B and C. A complete description with background of the project is provided in the Information Package, Pages 1 through 6, of the Beach Haven Northeast Drainage & Sanitary Sewer Project, Solicitation Identification Number PD 11-12.030.

Task 1: Surveying Base Design Elements:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine apparent right-of-way, and obtain topographic data points for topographic mapping and cross-sections.
- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Survey cross-section data intervals shall not exceed 50 feet. Topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system. Additional information for low lying lots shall be obtained to ensure proper grades for drainage design.
- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- The project consists of approximately 66,800 linear feet of roadway of which 7270 linear feet is undeveloped/unimproved roadway.
- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Task 2: Data Collection / Meetings & Design Alternatives:

- Public awareness of the project will be provided with a mail out and information provided at other public meetings during this phase. (i.e. CRA meetings).
- Meet with Public Works/Engineering staff for input on maintenance and historical complaints.
- Review of all other historical data and all utility mappings and coordination with other utility providers for additional input. Identify preliminary affected utilities.

- Investigate design alternatives for drainage and sanitary sewer with preliminary design calculations and layouts. Preliminary easements and land requirements will be identified.

Task 3: Design Plan Preparation and Permitting:

- Provide 30% (Task 3-30), 60% (Task 3-60), 90% (Task 3-90), and final, 100% (Task 3-100) plans and specifications for each project phase for review by County. Public meetings are planned for the 30% phase and the 90% phase; these meeting times may change per direction by the County.
- Provide for all required regulatory permitting, including permit fees; permitting fees are a supplemental part of the project.
- Plans shall be reproducible to 11"x17" and 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies.
- Project will be phased and plans shall include phasing to accommodate separate areas.
- All County submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.
- Submit preliminary cost estimates beginning with 60% submittals.
- Provide QA/QC reviews by Team members planned for the 30% design and the 90% design effort.

Task 4: Bidding Process:

- Bidding of project phases will be a consideration and determined as funds become available for construction.
- County shall prepare bid documents with plans and specifications provided by the Consultant.
- Attend pre-bid conference with Engineering and Purchasing Departments.
- Respond to all Requests for Information and issue any necessary addendums.
- Review bids and provide a tabulation of the bids.
- A supplemental service for a possible additional bidding phase shall be provided at a later date (exact cost to be negotiated at that time).

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference.
- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues.

- The COUNTY and ECUA will inspect construction improvements. CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.
- A supplemental service for a possible additional construction phase CA shall be provided at a later date at direction of the County (exact cost to be negotiated at that time).

Supplemental Services:

- <u>Geotechnical Investigation</u>: NOVA Engineering and Environmental shall provide this service through the CONSULTANT as directed. As a supplemental service, billing will occur as services are rendered and as presented by NOVA without any additional charges by the CONSULTANT. A complete description of services is provided in *"Exhibit C – Supplemental Service Geotechnical Investigation"*.
- <u>Ecological & Wetlands Permitting Services</u>: Edmisten & Associates, *Ecological Consultants* shall provide this service as detailed in *"Exhibit C – Supplemental Service – Ecological & Wetlands Permitting"*. As a supplemental service, billing will occur as services are rendered and as presented by Edmisten & Associates without any additional charges by the CONSULTANT.

A majority of these services may not be required based on design elements and final design decisions by the Team members.

- <u>Property and Easement Surveys</u>: Based on design alternatives and design through the 60% level, additional properties for stormwater pond sites and sanitary sewer lift stations may be required. Easements and/or additional rights-of-way may be required (not anticipated) and this survey task shall cover the survey requirements. The level of service anticipated is shown in *"Exhibit C Supplemental Service Property and Easement Surveys & Sketches"*.
- <u>S.U.E. Element</u>: Additional subsurface utility engineering investigations may be required and are anticipated at the level shown in *"Exhibit C Supplemental Service S.U.E. Element (Additional Utility Investigation)"*.

Scope of Services Beach Haven Northeast Drainage & Sanitary Sewer Project

Purpose:

The Escambia County Engineering Division of Public Works (COUNTY) requests engineering construction plans be developed for the Beach Haven Northeast Drainage & Sanitary Sewer Project, including some limited construction administrative services. This project is planned to be jointly funded by Escambia County and Emerald Coast Utility Authority (ECUA) with Escambia County Engineering Division of Public Works taking the lead project management role. The Beach Haven Northeast project boundaries extend from Gulf Beach Hwy on the South to Jones Swamp & Old Hickory Subdivision on the North, Fairfield Drive on the West and Mills Avenue on the East, excluding a portion of Bartow Avenue North of Eliasberg Street. The CONSULTANT selected to provide A&E services for the project shall provide for public input, surveying, construction plan preparation, permitting, bidding assistance, and limited project construction oversight.

It is the intent of the COUNTY, in partnership with ECUA, to implement certain drainage and sanitary sewer improvements in the Beach Haven Northeast area including Rentz Avenue, Calhoun Avenue, Bremen Avenue, Winton Avenue, Colbert Avenue, Decatur Avenue, Gordon Avenue, Polk Avenue, Paulding Avenue, Wayne Avenue, Lowndes Avenue, and Mills Avenue all North of Gulf Beach Highway; the portion of Bartow Avenue South of Eliasburg Avenue and North of Gulf Beach Highway; the open unpaved portion of Cravatt Street (AKA North Street) between Gordon Avenue and Paulding Avenue; the remaining unopened portion of North Street as needed for drainage and sewer connections, Brunswick Street, Cairo Street, Lamar Street, Talbert Street, and Graupera Street all East of Fairfield Drive and North of Gulf Beach Highway. Due to the number of streets and large area associated with this scope, the project design has the potential to be constructed in multiple phases (up to 3 phases), as funding becomes available.

The COUNTY's intended scope of this project include the surveying and design services to provide drainage enhancements to the existing drainage system within the project area, replacement of unsafe deep roadside ditches, prevent roadway and adjacent lot flooding, prevent roadside shoulder ponding, provide dirt road paving improvements to Cravatt Street, provide roadway connectivity between roadways or otherwise cul-de-sacs at roadway terminations, provide roadway reconstruction & resurfacing improvements as roadways are evaluated or otherwise impacted by the construction, and provide sanitary sewer services as directed by ECUA.

It is the intent of ECUA, through the COUNTY, to provide sanitary sewer services service to all lots within the subject project area. A majority of the parcels in the project area can be served by providing a gravity sewer main connection to an existing 21" gravity sewer main located along the North boundary of the project area up to the North end of Colbert Avenue. From Colvert Avenue to the West it is expected the sewer can be extended along the North Street right-of-way of Beach Haven. An existing lift station and force main along Rentz Street, just North at Elisburg Street can be abandoned and converted to a gravity system by extension of the existing gravity main. However, along the south-westerly portion of the project area, south of Eliasburg Street and West of Winton Avenue, it is expected a new gravity system with a lift station will be necessary to connect to the previously mentioned proposed extended sewer system.

The COUNTY and ECUA will accommodate a majority of the Construction Administration and Inspections Services either through a third party consultant and/or with in-house staff, with the CONSULTANT providing limited services as necessary to provide for as-built certification and address design related issues during construction, on an allowance and as needed basis. The COUNTY and/or ECUA may elect to increase the CONSULTANT'S construction inspections services and has the option to negotiate such additional services during the course of the contract.

Project Background & Focus:

Beach Haven Subdivision was platted in 1906 in Deed Book 46 Page 51. Since 1906 the Beach Haven area has changed considerable. The North-South right-of-way were platted 80' wide and the East-West right-of-ways were platted 60' wide. Most of the lots have rear yard alleys running North and South along the associated East or West lot lines, which could be incorporated into the design if necessary. A majority of the roads in the subject project area were dirt roads in the early 1970's and were later paved. Currently, all roadways are paved in the subject project area, except for the right-ofways of North Street, Cravatt Street, portions of Lamar Street, and Brunswick Street (AKA Wells Street); all considered unopened rights-of-ways, except Cravett Street. Many of the existing roadway surfaces need to be resurfaced as part of this project and are to be evaluated as part of the scope of work during the design. It is the intent of the County to pave Cravett Street and any portion of existing right-of-ways which would provide roadway connectivity between roadways or otherwise cul-de-sacs at the end of roadway terminations. In 2010 the unpaved portion of North Street from Gordon Avenue to Paulding Avenue was renamed from North Street to Cravatt Street, this also being the only opened dirt road section within the project area. The remaining portion of North Street right-of-way is either an open ditch or unopened right-of-way with an existing sanitary sewer extending up to the Old Hickory Subdivision.

Old Hickory Subdivision, adjoining the North boundary of the project area, was built in the early 1970's as a private subdivision and remains private today. As part of those plans a ditch was installed within the North Street right-of way of Beach Haven. This existing ditch is currently a primary drainage conveyance system for the Westerly portion of the project area to the wetlands along the North boundary of the project area. Additionally, the sanitary sewer system in the Old Hickory Subdivision was connected to the existing 21" gravity sewer main located along the North Street right-of-way and boundary of the project area.

In 2002 Escambia County and ECUA worked together to contract a Master Plan to study and evaluate the drainage and sanitary sewer needs in the Beach Haven area. The Beach Haven Drainage and Sewer Master Plan was completed by Jehle- Halstead Inc. in July 2003. This study resulted in a 12 phase, 23 million dollar project to provide sewer and drainage improvement in the area. This study did not move forward into active design due to the funding constraints associated with such a large scale project. However, in 2011 both ECUA and the COUNTT committed to proceeding with design of the first 3 phases identified in the Beach Haven Master Plan. It is the intent of ECUA to implement the design of C1, C2, & C3 sanitary sewer collection systems, as identified in the Beach Haven Sanitary Sewer Rehabilitation Plan. It is the intent of Escambia County to implement Phase 1, 2, and 3 of the Beach Haven Drainage Study. Both the sanitary sewer rehabilitation plan and drainage study are included in the Beach Haven Master Plan.

Currently, the old 21" clay gravity sewer system, existing along the Northern boundary of Beach Haven within portions of the right-of-way known as North Street, flows to Patton Street lift station (LS# 120). The downstream sanitary sewer transmission facilities were evaluated in 2003 and considered to have adequate capacity, but will need to be checked again, considering the Main Street plant has now been taken off-line.

Due to significant street flooding of Bartow Avenue North of Cairo Street and the fact that ECUA already had and existing gravity sanitary sewer system on Bartow Avenue, the Bartow Area Drainage Project was started in 2005 by the COUNTY as an in-house project, which resulted in contracting design service from Kenneth Horne & Associates in 2009. This project was designed and constructed with a curb/gutter drainage system and a Vortech Stormwater treatment vault system to address both flooding and water quality issues. The Bartow Area Drainage Project system was completed in 2011.

Firms interested may download information from the Beach Haven Drainage and Sewer Master Plan and Bartow Area Drainage Project at Escambia County's FTP website by the following information:

website: <u>ftp.myescambia.com</u>

username: **escambia** password: **escambia** file name: "Beach Haven Drainage & Sewer FTP folder"

Description of Work Activities:

The CONSULTANT and/or its sub-consultants will perform the following activities in completing the construction plans and scope of activities for the project:

Task 1: Surveying services necessary for project design to include:

- Collection of all design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine right-of-way, and obtain topographic points.
- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Survey cross-section data intervals shall not exceed 50 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
- Survey finished floor elevations of buildings/structures and the front of structure locations within project area, as needed to design the sanitary sewer collection system.
- Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
- Provide boundary survey or legal descriptions with sketches for any pond sites, rights-of-way, or lift station sites as may be necessary for property acquisition purposes.

Task 2: Other data collection & review of data to include:

- Attend at minimum two public meetings with residents to receive input from the residents regarding drainage and to present the design.
- Meet with Public Works staff for input on maintenance and historical complaints.
- Review the 2003 Beach Haven Drainage and Sewer Master Plan & Bartow Project data.
- Geotechnical investigation and report for a minimum of one lift station site, and 2 to 3 possible pond sites as may be necessary for drainage design.

Task 3: Plan Preparation and Permitting:

- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fees.
- Plans should be reproducible to 11"x17" and 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies.
- Project will be phased and plans shall include phasing to accommodate separate areas.
- All submittal packages shall include one (1) digital file (*.pdf file) and two (2) hard copies.
- Submit preliminary cost estimates beginning with 60% submittals.

Task 4: Bidding:

- Bidding of project phases will be a consideration and determined as funds become available.
- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.

- Respond to all Request For Information and issue any necessary addendums.
- Tabulate bids.

Task 5: Limited Construction Administration & Inspections Services:

- CONSULTANT will attend a Preconstruction Conference for each phase
- CONSULTANT will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- CONSULTANT will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues, and as needed to monitor construction and prepare as-built drawings. The COUNTY and ECUA will inspect construction improvements.
- CONSULTANT shall provide and/or prepare all close-out and certification documentation as needed or required by all permitting agencies.

Funding Source:

The total amount allocated by Escambia County in LOST III, FY 2011 / 2012 is \$ 1,066,251.00. The ECUA board has budgeted \$400,000.00 for design services and plans to budget funds for construction once design has been completed. These funding sources will fund the design services and purchase of any pond, lift station parcels, or right-of-way that may be necessary as part of the design. The County and ECUA will enter a joint participation agreement to fund the project at the time project is awarded to the CONSULTANT.

Escambia County Funding Source: Beach Haven Fund Code: 352 "LOST III" Account Code: 210107

Object Code: 56301 Project Number: 08EN0272

The total amount allocated in LOST III, budget FY2014 / 2015 is currently \$1,700,000 to partially fund construction. Additional construction funds will need to be identified and allocated to fund construction of the project. It is expected the project will be divided into two construction phases, of which the design firm will need to provide for within their fee proposal and scope.

Initial Estimated Construction Cost: \$9,500,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides construction estimates of approximately \$7.5 million to \$10.5 million range. This costs range depends upon whether the sewer is placed off pavement or under the pavement and whether the drainage system is curb and gutter or roadside swales. The COUNTY intends to utilize roadside swales in combination with a trunk line drainage system with ditch bottom inlets as the drainage design approach. With the existing right-of-way of 60' and 80' widths and the existence of alleys, the drainage and sewer system can easily be placed along the shoulders or within the alleys, thus reducing impacts to the pavement. However, asphalt resurfacing will be necessary for a significant portion of the project area anyway. Considering current construction costs the initial estimated construction costs for budgeting purposes is expected to be around \$9,500,00.

Initial Conceptual Design Estimate: \$950,000

The 2003 Drainage Study Report for Beach Haven Phases 1, 2, and 3 provides design estimates of approximately \$600,000 to \$900,000 range, also depending type of drainage design and placement of the sewer. Considering current design costs the initial estimated design costs for budgeting purposes is expected to be around \$950,000. Since the design will be funded by both ECUA and the County, the selected firm will need to provide a fee schedule and invoice dividing the design task between ECUA and Escambia County, expected to be about a 40/60 split respectively.

Desired Timelines: Initial 4 year contract

Design time frame: 2 years for two project phases (provides allowance for property acquisition).

Design for First Phase: 1 year (includes permitting)

Design for Second Phase: 1 year (includes permitting)

Construction time frame: 2 years (including bidding assistance & limited inspection)

Total Contract time: The initial contract time will be 4 years (includes design and construction time for beginning phases). The contract has the potential to be extended another 2 years depending upon funding limitations.

EXHIBIT B – SUMMARY PROJECT SCHEDULE	
TASK NUMBER & DESCRIPTION	NUMBER OF DAYS
1 SURVEYING BASE DESIGN ELEMENTS	200
2 DATA COLLECTION/DESIGN ALTERNATIVES/MEETING(S)	50
3-30 30% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	06
3-60 60% DESIGN/PLAN PREPARATION/PERMITTING	120
3-90 90% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	84
3-100 100% PLAN PREPARATION/PERMITTING/MEETING	40
4 BIDDING PROCESS	06
5 CONSTRUCTION ADMINISTRATION	TBD (est. at 730 days)
Total Days through Bidding	idding 496
SUPPLEMENTAL SERVICES	
Geotechnical Investigation	50
Ecological & Wetlands Permitting	42
Property & Easement Surveys/Legal Sketches	60
SUE Services/Survey	40

Notes:

1. Task items above are for total project and run concurrently from Phase I and Phase 2 construction documents 2. Supplemental Services occur from 30% documents through 90% documents and are inclusive in Total Days

3. Property acquisition (if required) is assumed to occur following the 60% design stage through 100% documents

EXHIBIT C - TASK 1 SURVEYING: BASE DESIGN ELEMENTS

PROJECT: Beach Haven Northeast Drainage & Sanitary Sewer Project

DATE: June, 2012

COUNTY PROJECT NO.: PD 11-12.030	SURVEY CREW \$125	CADD SURVEY TECH \$60	PLS/DEPT. MGR. \$95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL	72	20			92	\$10,200.00
ALIGNMENT	40	20			60	\$6,200.00
TARGET PLACEMENT (AERIALS)					0	\$0.00
REFERENCE POINTS			1		0	\$0.00
SECTION LINE TIES			1		0	\$0.00
SUBDIVISION & PROPERTY TIES		1	1		0	\$0.00
SIDE STREET SURVEY	16	30	1		46	\$3,800.00
TOPOGRAPHY	300	240			540	\$51,900.00
BENCH LEVELS	48	20			68	\$7,200.00
CROSS SECTIONS	48	60			108	\$9,600.00
UNDERGROUND UTILITIES	52	60	· · · · · · · · · · · · · · · · · · ·		112	\$10,100.00
LOCATION OF IMPROVEMENTS	320	240			560	\$54,400.00
GEOTECHNICAL STAKEOUT			7		0	\$0.00
RETENTION POND AREAS					0	\$0.00
LINE CUTTING OF UNIMPROVED AREAS	90				90	\$11,250.00
DATA REDUCTION/BASE MAPPING			48		48	\$4,560.00
SUB-TOTAL	986	690	48		1724	\$169,210.00
RIGHT-OF-WAY SURVEY ELEMENTS					-	
PROPERTY/EASEMENT DESCRIPTIONS					0	\$0.00
PROPERTY/EASEMENT DRAWINGS					0	\$0.00
PROPERTY/EASEMENT STAKEOUT			1		0	\$0.00
CONSTRUCTION STAKEOUT					0	\$0.00
DATA REDUCTION/COMPUTATIONS			80	1	80	\$7,600.00
DEED RESEARCH			32		32	\$3,040.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS		T	52		52	\$4,940.00
BOUNDARY SURVEY			1	_	0	\$0.00
P.C.P.		() ·			0	\$0.00
OTHER (DESCRIBE)					0	\$0.00
SUB-TOTAL	0	0	164		164	\$15,580.00
TOTAL SURVEYING HOURS	986	690	212		1888	1
TOTAL SURVEYING FEE	\$123,250.00	\$41,400.00	\$20,140.00	1.1.1		\$184,790.00

EXHIBIT C - TASKS 2 THRU TASK 5 PROPOSED MANHOUR/FEE ESTIMATE

Beach Haven Northeast Drainage & Sanitary Sewer Project PROJECT:

DATE: June 22, 2012

TASK	2: DATA COLLECTION / MEETINGS	PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH./ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
	DESCRIPTION	\$200	\$135	\$95	\$70	\$75		
A	REVIEW AVAILABLE DATA/MAPS/UTILITY DWGS./ETC.	2	24	40	6		72	\$7,860.0
В	MEETINGS WITH COUNTY & PUBLIC AWARENESS (FLYERS)	2	10	8	24	1	44	\$4,190.0
	DESIGN ALTERNATIVES/ANALYSES/ICPR/SANITARY SEWER	8	90	220	24		342	\$36,330.0
C	PRELIM. EASEMENTS & R/W REQUIRED	6	12	24	10		52	\$5,800.0
D		10.00	24	12		1	36	\$4,380.0
E	SITE INSPECTION/ADDITIONAL SURVEY REQUIREMENTS	-	8	20	-		36	\$3,540.0
F	IDENTIFY AFFECTED UTILITIES TASK 2 SUB-TOTAL	18	168	324	72	0	582	\$62,100.0
TASK	3-30: 30% DESIGN/PLAN PREPARATION & PERMITTING							
ITEM	DESCRIPTION		1			1		
A	DEVELOP DESIGN CRITERIA/SET MIN. STANDARDS	6	24	-		-	30	\$4,440.0
в	SURVEY QUALITY CONTROL	4	24			18	46	\$5,390.0
c	GEOTECHNICAL INVESTIGATION COORDINATION	4	16	16	1.		36	\$4,480.0
D	DETERMINE PERMIT REQ. (DRAINAGE/WETLANDS/ETC)	2	30	12		1	44	\$5,590.0
E	EASEMENTS/ROW /PROPERTY ACQUISITION DETERMINATIONS	2	12	16			30	\$3,540.0
F	BASE & PRELIMINARY DESIGN DRAWINGS	8	200	560	936		1704	\$147,320.0
	QA/QC REVIEW	24	60		100 C		84	\$12,900.0
G	PUBLIC & COUNTY MEETING	4	8		32		44	\$4,120.0
н	TASK 3-30 SUB-TOTAL	54	374	604	968	18	2018	\$187,780.0
	3-60: 60% DESIGN/PLAN PREPARATION & PERMITTING DESCRIPTION				-			CC C40
Α	FINALIZE DESIGN PARAMETERS	4	32				52	\$6,640.0 \$4,330.0
в	PREPARE PERMIT APPLICATIONS		18				38	
С	COORDINATION W/ UTILITIES AND PERMIT AGENCIES	4			Contraction of the		124	\$15,000.0
D	60% CONSTRUCTION PLANS	12				40	1.0.00	\$178,980.0
Е	60% SPECIFICATIONS	-	20				50	\$5,550.0
F	PRELIMINARY COST ESTIMATES		16				52	\$5,280.0
_	TASK 3-60 SUB-TOTAL	20	298	834	1276	40	2468	\$215,780.
	X 3-90: 90% DESIGN/PLAN PREPARATION & PERMITTING							
ITEM	DESCRIPTION		24	4 30	12	,	66	\$6,930.
A	FINALIZE AND SUBMIT PERMIT APPLICATIONS						86	\$10,780.
в	REVIEW W/ UTILITIES AND PERMIT AGENCIES/COMMENTS					32		\$121,200.
	90% CONSTRUCTION PLANS	16				02	30	\$3,330
С					5	-	38	\$4,460
C D	90% SPECIFICATIONS		1:			1.1		\$4,400
	90% SPECIFICATIONS COST ESTIMATES		2 10	3 20	0	1	100 200	¢01 000
D		20	2 10	3 20 2			152	
D E	COST ESTIMATES	20	2 10 0 13: 3 10	3 20 2 3	30		152 52	\$21,820 \$5,460
D E F	COST ESTIMATES QA/QC REVIEW	20	2 10	3 20 2		32	152	\$5,460
D F G TAS	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS	20	2 10 0 13: 3 10	3 20 2 3	30		152 52	
D F G TAS	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS DESCRIPTION	46	2 10 13: 3 10 420	3 20 2 5 492	30 842		152 52 1832	\$5,460 \$173,980
D F G TAS	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS DESCRIPTION COORDINATE RECEIPT OF ALL PERMITS	46	2 10 13: 3 10 420 2 4	3 20 2 3 492 8 2	30 842 0	32	152 52 1832 70	\$5,460 \$173,980 \$8,780
D F G TAS	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS DESCRIPTION	46	2 10 3 11 420 2 4 8 2	3 20 2 2 3 492 8 22 4 4	30 842 0 8 10	32	152 52 1832 70 180	\$5,460 \$173,980 \$8,780 \$16,400
D F G TAS ITEM	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS DESCRIPTION COORDINATE RECEIPT OF ALL PERMITS	46	2 10 3 13 420 2 4 8 2 2 2	3 2 2 2 3 492 492 492 8 2 4 4 0 3	30 842 0 8 100 2	32	152 52 1832 70 180 54	\$5,460 \$173,980 \$8,780 \$16,400 \$6,140
D F G TAS ITEM A B	COST ESTIMATES QA/QC REVIEW PUBLIC & COUNTY MEETING TASK 3-90 SUB-TOTAL K 3-100: FINAL (100%) PLAN PREPARATION & PERMITS DESCRIPTION COORDINATE RECEIPT OF ALL PERMITS 100% CONSTRUCTION PLANS	46	2 10 133 3 10 420 2 4 8 2 2 2 1	3 2 2 2 3 492 8 2 4 4 0 3 2 1	30 842 0 8 8 100 2	32	152 52 1832 70 180	\$5,460 \$173,980 \$8,780 \$16,400

TASK 4: BIDDING PROCESS	PRINCIPAL/SR. ENGINEERS \$200	PROJECT MGR./ENG. \$135	DESIGN ENGINEER \$95	TECH./ CADD OP. \$70	INSPECTOR \$75	TOTAL HOURS	FEE	
A BID PACKAGE/SOLICITATION FOR BIDS (BY COUNTY)	1	6				7	\$1,010.00	
		4				4	\$540.00	
B PRE-BID CONFERENCE	1	10	8	6		25	\$2,730.00	
C ADDENDA PREPARATION D REVIEW BIDS-BID TABULATION	2	4		4		10	\$1,220.00	
D REVIEW BIDS-BID TABULATION TASK 4 SUB-TOTAL	4	24	8	10	0	46	\$5,500.00	
TASK 5: LIMITED CONSTRUCTION ADMINISTRATION & INSPECTION	1							
A PRE-CONSTRUCTION CONFERENCE		4	4			8	\$920.00	
B LIMITED INSPECTION/ADMINISTRATION	2	16	20		40	78	\$7,460.00	
D CERTIFICATION/AS-BUILT PREPARATION		16	24	40		80	\$7,240.00	
TASK 5 SUB-TOTAL	2	36	48	40	40	166	\$15,620.00	
TOTAL HOURS AND ENGINEERING FEE	156	1428	2428	3316	130	7458	\$696,510.00 \$184,790.00	
TOTAL DESIGN SURVEYING FEE (TASK 1) TOTAL				AL SURVEYING/ENGINEERING SERVICES				
SUPPLEMENTAL SERVICES		internet in	1.01.2.1.5			-	\$57,600.00	
GEOTECHNICAL INVESTIGATION SERVICES		SEE NOVA PROPOSAL ATTACHED						
ECOLOGICAL & WETLANDS PERMITTING SERVICES		SEE EDMISTEN & ASSOCIATES PROPOSAL ATTACHED						
PROPERTY AND EASEMENT SURVEYS & LEGAL SKETCHES		SEE ATTACHED ESTIMATE						
S.U.E. SERVICES & SURVEYING		ED ESTIMA	TE				\$24,940.00	
PERMIT FEE ALLOWANCE							\$2,500.00	

TOTAL SURVEYING/ENGINEERING/SUPPLEMENTAL SERVICES \$999,430.00



EXHIBIT C - SUPPLEMENTAL SERVICE GEOTECHNICAL INVESTIGATION

136 Industrial Drive Pensacola, Florida 32505 850.607.7782 / Fax – 850.249.6683 www.usanova.com

June 7, 2012 Revised June 21, 2012

Mr. Glenn Halstead, P.E. Jehle-Halstead, Inc. 5414 U.S. Highway 90 Milton, Florida 32571

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services Beach Haven Northeast Drainage & Sanitary Sewer Project Escambia County, Florida NOVA Proposal Number 08324-Gr

Dear Mr. Halstead,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this revised proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent email exchanges with Jehle-Halstead, Inc., personnel;
- Review of information contained in an RLI prepared by the Escambia County Engineering Division of Public Works for this project.
- Review of a drawing prepared and provided by Jehle-Halstead, Inc., that denotes the roadway alignments within the Beach Haven community where the subject sewer main installations and drainage improvements are proposed; and
- Review of aerial photography via internet based GIS software.

NOVA understands the project will consist of installing new sewer mains and laterals (expected to bear as deep as 10 feet below current site grades) along approximately 60,000 linear feet of residential roadway alignments within the Beach Haven community limits. This project will also include repaying these residential roadways, installing new roadways at select locations that are currently undeveloped, installing

Offering services nationwide:

Environmental Consulting – Geotechnical Engineering – Construction Materials Testing and Inspection Services Code Compliance – Municipal Support/Outsourcing – Private Provider Services™ one (1) new lift station (expected to bear approximately 30 feet to 35 feet below current site grades), and constructing up to three (3) new stormwater retention basins as part of the planned improvements to address regional drainage issues. Roadside swales are also a potential drainage improvement option for this project.

Please note; this exploration is limited to the sewer main installations, pavement section improvements/installations, lift station foundation design, and drainage improvement aspects of the subject project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to assess the subsurface conditions along the subject roadway alignments, as well as the lift station and SMS basin locations, as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that auger data will be sufficient to evaluate soil types along the proposed roadway alignments and SMS basin locations, core data will be sufficient to evaluate existing asphalt pavement section thicknesses, and Standard Penetration Test data will be required for the proposed lift station. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

Proposed Field Exploration

Based on a review of the provided information, we propose to perform the following field services for this project:

- Perform sixty (60) pavement cores, with 10-foot deep auger borings to be performed subsequent to the coring. Thirty (30) of the cores will be located on approximate 2,000-foot centers between core locations throughout the roadways that are included in this project, and the remaining thirty (30) cores will be located in specific areas where poor or questionable pavement conditions are observed. The core locations will be patched with quick-setting grout or cold-patch asphalt upon the completion of each boring.
- Perform forty-five (45) additional 10-foot deep auger borings on alternate shoulders of the existing roadways. These borings, when coupled with the borings proposed above to be performed under the core locations, will equate to an approximate spacing of 1,000 feet between borings along the length of this project, to evaluate the subsurface conditions for the planned sewer pipe installations. Additionally, these borings are planned to double as swale borings, so DRI testing will also be performed at select boring locations.
- Perform five (5), 10-foot deep auger borings along approximately 2,000 linear feet of new roadway alignment anticipated to be installed north of Cairo Street between Mills Avenue and Gordon Avenue. LBR samples will be obtained from two (2) of these boring locations.



- Perform six (6), 15-foot deep auger borings at the three (3) proposed SMS basin sites (i.e., 2 borings per basin is proposed).
- Perform one (1), 40-foot deep SPT boring at the proposed lift station location.
- Obtaining digital photographs of the existing pavement sections present throughout the subject roadway alignments, to be included in the final report as supporting documentation of pavement conditions that will be discussed in the body of the report

The borings and the temporary monitoring wells will be located in the field by taping and pacing from site features and landmarks. The auger borings will be drilled using a coring machine and a mechanical flight auger, as we anticipate that the water table will preclude extending the borings to their recommended depths using hand-held equipment. The SPT boring will be drilled using a truck mounted drill rig. Soil samples will be collected at selected depth intervals via the grab method from the auger flights, and via the split spoon method for the SPT boring.

Upon completion of the borings, the depth to groundwater will be measured. If practicable, the stabilized groundwater depths will be measured 24-hours after completion of the borings. Soil cuttings from the drilling process will be used for backfilling of the boreholes and asphalt sections will be patched with premixed, bagged cold patch material.

Laboratory Testing

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. Laboratory testing will also include limited classification tests (grain-size analyses, natural moisture content, organic content determination, corrosion potential testing, hydraulic conductivity testing, etc.) of representative soils. At this time we recommend the following laboratory testing program.

Laboratory Test Procedure	Approximate Quantity of Tests
Mechanical Grain Size Analyses	25
Natural Moisture Content Testing	50
Organic Content by Ignition Method	25
Hydraulic Conductivity Testing (ponds and swales)	10
LBR Testing (new roadway sections)	2

Soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.



Evaluation and Report

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the project summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report. Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Log of Boring Records.
- > Measured apparent and estimated seasonal high groundwater levels at the boring locations.
- > Recommendations for subgrade preparation with respect to the planned pipe installations.
- > An Existing Pavement Evaluation of the existing roadways.
- Recommended pavement sections based on provided or assumed traffic loadings and soil types collected from the test borings, for the planned new roadway alignments.
- > Lift station foundation and backfilling recommendations.
- SMS basin and roadside swale recommendations, including geotechnical design parameters as required in Chapter 13 of the NWFWMD's ERP Applicant's Handbook.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for pipe bedding and backfilling, roadway resurfacing and/or reconstruction, the lift station and SMS basin installations, and the new roadway construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours notice to mark utilities along the roadway right-of-ways pertaining to this project. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.



Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the <u>CLIENT</u> prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings (and capped with quick-setting grout or cold-patch asphalt for the pavement core borings) from the drilling process and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee breakdown for our proposed scope of services will be as noted below:

	Field Personnel & Equipment Mobilization (3 weeks, including M.O.T.)	\$1,500
	116 auger borings (up to 1,190 LF of drilling)	
	1 SPT boring (up to 40 LF of drilling)	
	Roadway pavement cores (60, includes patching)	
	Backfilling of bore and core holes with soil cuttings and cold patch/grout	
	DRI Field Tests (15)	
	Laboratory Testing and Analysis (see above for tests and counts)	
•		
	Total Fee	\$ 57,600

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will <u>not</u> exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed.

We anticipate that fieldwork will take approximately 3 to 4 weeks to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 8 weeks of receiving the Notice to Proceed. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.



To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely, NOVA ENGINEERING & ENVIRONMENTAL, LLC

M. Cantrell, Sr.

Principal

BA

William L. Lawrence, P.E. Project Engineer

Attachments: NOVA's Commitment to Quality Professional Services Agreement Schedule of Fees – Geotechnical Services General Terms & Conditions



EXHIBIT C - SUPPLEMENTAL SERVICE ECOLOGICAL & WETLANDS PERMITTING

Edmisten & Associates



June 7, 2012

Mr. Glenn Halstead Jehle-Halstead Engineering 5414 U.S. 90 Milton, FL 32571

RE: Beach Haven Northeast Drainage & Sanitary Sewer project

Dear Mr. Halstead:

This letter shall constitute a Scope Letter under the Agreement for Services dated June 7, 2012. Edmisten & Associates agrees to perform the following scope of services for you on Phases I, II & III of the project known as Beach Haven Northeast Drainage & Sanitary Sewer project in Escambia Count, Florida:

Ecological Consultants

- Ecological Consulting Services-
 - Assist with environmental permitting as detailed on the attached "Scope Worksheet".

The Scope Worksheet organizes the various duties that Edmisten & Associates will perform throughout the permitting process into phases and tasks. These are cost estimates based on our firm's knowledge and experience; however, our level of involvement is highly varied depending on factors including but not limited to the complexity of the project, the quality of the wetlands to be impacted, and resistance from the regulatory agencies and/or the general public. Please note that permit application submittal fees are based on the amount of wetland impact (yet undetermined) and are *not covered* under this scope of services. Mitigation fees such as land and/or bank credit purchase and restoration costs, are also not covered.

Your signature below and on the Agreement for Services and your initials on the Scope Worksheet will constitute our official notice to proceed with the project.

Thank you for this opportunity to be of service.

Respectfully, Edmisten & Associates

Sean O'Toole Ecological Consultant

Client Signature:___

Date:

Printed Name:

850-435-9367 | Fax 850-435-6892 | 111-South Devilliers Street | Pensacola, Florida 32502 | www.edmisten.com PAGE 1 of 2

SCOPE WORKSHEET

Edmisten & Associates

June 2012

	PHASE	TASK	HOURS	AMOUNT	Subtotal	
I Site Specific		Site Specific Survey (if necessary) of entire 30+/- acre area	noono		00.00	
		PHASE I SUBTOTAL		\$1,2	00.00	
		Delineate wetland areas	46.00	90.00	4140.00	
	Jurisdictional	Delineate ditches	27.00	90.00	2430.00	
H.	Determination	GIS/GPS data collection, Arc maps	8.00	90.00	720.00	
		PHASE II SUBTOTAL		\$7,2	90.00	
		Design plan	6.00	90.00	540.00	
		Pre-app meetings	10.00	90.00	900.00	
		Site inspections w/agencies	8.00	90.00	720.00	
		Technical narrative	8.00	90.00	720.00	
in .	Pre-Submittal	ERP Application form	4.00	90.00	360.00	
ш	Pre-Submitta	Species issues	2.00	90.00	180.00	
		UMAM	6.00	90.00	540.00	
		Mitigation plan	6.00	90.00	540.00	
		Drawing review	8.00	90.00	720.00	
		PHASE III SUBTOTAL		\$5,2	20.00	NOTES:
		Request for Additional Information	12.00	90.00	1080.00	Fees: Permit application
		Additional site inspections w/agencies	6.00	90.00	540.00	submittal fees (based on acreage impacts) are
		Avoidance and Minimization criteria	6.00	90.00	540.00	NOT included; Mitigation fees (land
IV	Agency Completeness	Revise Mitigation Plan	6.00	90.00	540.00	purchase, preservation, restoration, etc) costs
10	Review	Mitigation coordination	10.00	90.00	900.00	are NOT included.
		Project modifications	8.00	90.00	720.00	
		Drawing changes review	6.00	90.00	540.00	ALL HOURS IN PHASES
		PHASE IV SUBTOTAL		\$4,8	60.00	ARE ESTIMATES BASEL
		Mitigation coordination	6.00	90.00	540.00	EXPERIENCES WITH THE AGENCIES;
		Mitigation finalization	8.00	90.00	720.00	HOWEVER THESE ARE SUBJECT TO CHANGE
v	Permit Issuance	Conservation easement, surveyor coordination, etc	6.00	90.00	540.00	Work in Phases III-V wil
		Agency coordination	10.00	90.00	900.00	be billed on a time and material basis based on
		PHASE V SUBTOTAL		\$2,7	00.00	\$90/p.h. rate

TOTAL ESTIMATED COST

INITIALS



DATE

\$21,270.00

Edmisten and Associates

PAGE 2 of 2

June 2012

EXHIBIT C - SUPPLEMENTAL SERVICE PROPERTY AND EASEMENT SURVEYS & SKETCHES

PROJECT: Beach Haven Northeast Drainage & Sanitary Sewer Project

DATE: June, 2012

COUNTY PROJECT NO .: PD 11-12.030

DESIGN SURVEY ELEMENTS	SURVEY CREW \$125	CADD SURVEY TECH \$60	PLS/DEPT. MGR. \$95	NOTES	TOTAL HOURS	FEE
BASELINE CONTROL	2	1			3	\$310.00
ALIGNMENT					0	\$0.00
TARGET PLACEMENT (AERIALS)					0	\$0.00
REFERENCE POINTS					0	\$0.00
SECTION LINE TIES					0	\$0.00
SUBDIVISION & PROPERTY TIES		1			0	\$0.00
SIDE STREET SURVEY					0	\$0.00
TOPOGRAPHY	30	16			46	\$4,710.00
BENCH LEVELS	2	1			3	\$310.00
CROSS SECTIONS	1 1				0	\$0.00
UNDERGROUND UTILITIES					0	\$0.00
LOCATION OF IMPROVEMENTS	6	2			8	\$870.00
GEOTECHNICAL STAKEOUT					0	\$0.00
RETENTION POND AREAS					0	\$0.00
LINE CUTTING OF UNIMPROVED AREAS					0	\$0.00
DATA REDUCTION/BASE MAPPING					0	\$0.00
SUB-TOTAL 0	40	20	0		60	\$6,200.00
RIGHT-OF-WAY SURVEY ELEMENTS						
PROPERTY/EASEMENT DESCRIPTIONS	6	2			8	\$870.00
PROPERTY/EASEMENT DRAWINGS	6	2			8	\$870.00
PROPERTY/EASEMENT STAKEOUT	6	2			8	\$870.00
CONSTRUCTION STAKEOUT	A				0	\$0.00
DATA REDUCTION/COMPUTATIONS			6		6	\$570.00
DEED RESEARCH			6		6	\$570.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS			4		4	\$380.00
BOUNDARY SURVEY	10	4			14	\$1,490.00
P.C.P.					0	\$0.00
OTHER (DESCRIBE)					0	\$0.00
SUB-TOTAL	28	10	16		54	\$5,620.00
TOTAL SURVEYING HOURS	68	30	16		114	
TOTAL SURVEYING FEE	\$8,500.00	\$1,800.00	\$1,520.00			\$11,820.00

NOTE: BUDGET ESTIMATE IS FOR 3 RETENTION POND SITES, LIFT STATION SITE, AND EASEMENT(S)

EXHIBIT C - SUPPLEMENTAL SERVICE S.U.E. ELEMENT (ADDITIONAL UTILITY INVESTIGATION)

PROJECT: Beach Haven Northeast Drainage & Sanitary Sewer Project

DATE: June, 2012

COUNTY PROJECT NO .: PD 11-12.030 NOTES TOTAL PLS/DEPT. SURVEY CADD HOURS FEE SURVEY TECH MGR. CREW SURVEY ELEMENTS \$125 \$60 \$95 \$0.00 0 **BASELINE CONTROL** \$0.00 0 ALIGNMENT 0 \$0.00 TARGET PLACEMENT (AERIALS) \$0.00 0 REFERENCE POINTS 0 \$0.00 SECTION LINE TIES \$0.00 0 SUBDIVISION & PROPERTY TIES \$0.00 0 SIDE STREET SURVEY \$0.00 0 TOPOGRAPHY 0 \$0.00 BENCH LEVELS \$0.00 0 CROSS SECTIONS \$5,470.00 ASSUMES 50 LOCATIONS 50 38 12 UNDERGROUND UTILITIES - HORIZONTAL CONTROL 50 \$5,470.00 38 12 ASSUMES 50 LOCATIONS UNDERGROUND UTILITIES - VERTICAL CONTROL \$0.00 0 GEOTECHNICAL STAKEOUT 0 \$0.00 RETENTION POND AREAS \$0.00 0 LINE CUTTING OF UNIMPROVED AREAS \$0.00 0 DATA REDUCTION/BASE MAPPING 0 0 76 24 SUB-TOTAL 100 \$10,940.00 \$9,500.00 \$1,440.00 \$0.00 SURVEYING FEE SUE CONTRACTOR VACUUM EXCAVATE FOR VERTICAL AND CREW RATE 2 HORIZONTAL LOCATIONS PER UTILITY SPOT \$140 ASSUMES 50 LOCATIONS \$14,000.00 HOURS 100 @ 2 HOURS PER LOCATION \$24,940.00 TOTAL SUE



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2824	County Administrator's Report 12. 11.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Authorization to Submit 2014 Rollover Grant Attestation and Application for the Restoration of Escambia County Old Courthouse Phase IV
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Authorization to Submit the 2014 Fiscal Year</u> <u>Rollover Attestation Grant Application for the Restoration of the Escambia County Old</u> <u>Courthouse Phase IV - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action regarding the submission of the 2014 Fiscal Year Rollover Attestation and Application for the 2013 Recommended Special Category Projects for the Restoration of Escambia County Old Courthouse Phase IV:

A. Approve the submission of the 2014 Fiscal Year Rollover Attestation and Application to the Florida Department of State;

B. Adopt and authorize the Chairman to sign the Resolution authorizing or affirming:

1. The submission of the 2014 Fiscal Year Rollover Attestation and Application for the Recommended 2013 Special Category Grant Application to the Florida Department of State; and

2. The availability of \$350,000 as local matching funds for the Historical Resources Grants-In-Aid Grant, should the Grant be awarded; and

C. Authorize the County Administrator to sign all documents required to receive and implement the Grant.

Meeting in regular session on May 24, 2007, the Board approved the submission of a Historical Grant Application for the Restoration of Escambia County Old Courthouse Phase IV, for the State's Fiscal Year 2008-2009 submission period. Due to the State not allocating Grant funds, Rollover Applications were subsequently submitted. The Florida Department of State informed the County that no funding was provided for Fiscal Year 2010-2011, and required the County to submit a new Application. On August 19, 2010, the Board approved submitting the new Application to the Florida Department of State for Fiscal Year 2011-2012. On August 4, 2011, the Board authorized a rollover application for the 2012 Special Category Grant. Since no funding was approved by the State for Fiscal Year 2012-2013, the State will allow a rollover of our Grant Application to Fiscal Year 2013-2014, if we submit the Attestation and Application. As

in previous years, it is unlikely that funding will be made available, but when the funds do become available the County would like to take advantage of the Grant.

[A dollar-for-dollar local match of \$350,000 will be required if the Grant is awarded. This is required to be allocated and obligated, if awarded.]

BACKGROUND:

Meeting in regular session on May 24, 2007, the Board approved the submission of a Historical Grant Application for the Restoration of Escambia County Old Courthouse Phase IV, for the State's Fiscal Year 2008-2009 submission period. Due to the State not allocating Grant funds, Rollover Applications were subsequently submitted. The Florida Department of State informed the County that no funding was provided for Fiscal Year 2010-2011, and required the County to submit a new Application. On August 19, 2010, the Board approved submitting the new Application to the Florida Department of State for Fiscal Year 2011-2012. On August 4, 2011, the Board authorized a rollover application for the 2012 Special Category Grant. Since no funding was approved by the State for Fiscal Year 2012-2013, the State will allow a rollover of our Grant Application to Fiscal Year 2013-2014, if we submit the Attestation and Application. As in previous years, it is unlikely that funding will be made available, but when the funds do become available the County would like to take advantage of the Grant.

BUDGETARY IMPACT:

A dollar-for-dollar local match of \$350,000 will be required if the Grant is awarded. This is required to be allocated and obligated if awarded.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed and approved as to form and legal sufficiency by Steve West, Assistant County Attorney, on June 11, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Florida Department of State requires Board approval of the Rollover Attestation and a Resolution by the Board affirming the availability of the matching funds.

IMPLEMENTATION/COORDINATION:

The project involves coordination between Facilities Management (Public Works Department) and the Florida Department of State. The project will be managed by Facilities Management. If the Grant is awarded by the State, the County's matching funds will be made available thereafter.

Attachments

<u>Resolution</u>
Application
Rollover Letter

RESOLUTION R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO SUBMIT THE 2014 FISCAL YEAR ROLLOVER ATTESTATION APPLICATION FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR THE RESTORATION OF ESCAMBIA COUNTY OLD COURTHOUSE PHASE IV; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of State, Division of Historical Resources has been delegated authority to award financial assistance for certain historical restoration projects to local government applicants; and

WHEREAS, the Board of County Commissioners has completed certain portions of the work for the Restoration of the Escambia County Old Courthouse Phase IV; and

WHEREAS, the potential exists for matching funds from the Florida Department of State, Division of Historical Resources that would support the restoration costs; and

WHEREAS, the deadline for submitting for these matching grants is July 13, 2012; and

WHEREAS, the Florida Department of State requires Board approval of the 2014 Rollover Application and a Resolution of the Board of County Commissioners prior to submission of the application; and

WHEREAS, the Board of County Commissioners finds that said adoption is in the best interests of the health, safety, and welfare of Escambia County.

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

Section 1. That Escambia County's Historical Grants-In-Aid Rollover application is approved for submission to the Florida Department of State.

Section 2. That the County Administrator is authorized to execute said application and all documents necessary on behalf of Escambia County to receive and implement the Grant.

Section 3. That matching funds of \$350,000 shall be available upon Grant approval.

Section 4. That Escambia County will secure bids and/or proposals for the Restoration of the Escambia County Old Courthouse in an open and competitive manner, in accordance with the Escambia County Purchasing Ordinance.

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

By:

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

By:

Deputy Clerk (SEAL)

This document approved as to form and legal polificiency. By John Title Aut. County Allong Date June 11, 2012

2014 Fiscal Year Rollover Attestation

for

2013 Recommended Special Category Projects

FOR PREVIOUSLY RECOMMENDED PROJECTS ONLY

Small-Matching applicants must use the Online Application Form

Please confirm your participation in the 2014 Special Category Grant Rollover by checking the appropriate box, and signing and returning this sheet with all required dacumentation as noted below by **July 13, 2012**.

1.	L I wish to <u>withdraw</u> my 2013 Special Category Grant rollover application from the 2014 Special Category Grant rollover process. (Please have the authorized official sign and date this attestation below.)
2.	 I wish to participate in the 2014 Special Category Grants rollover. I am submitting <u>no changes</u> to my 2013 rollover application and am submitting the following documents to confirm my eligibility in the 2014 rollover process. All of the following are required documentation. I This attestation form Completed 2014 Rollover Application (with No Changes checked where appropriate) Updated Applicant Certification Poge, with original signature Civil Rights Assurance of Compliance, with original signature Attochment A: Updated Documentation of Confirmed Match Other attachments as applicable
3.	 I wish to participate in the 2014 Special Category Grants rollover. I am submitting <u>changes</u> to my previous rollover application and am submitting the following documents to confirm my eligibility in the 2014 rollover process. All of the following are required documentation. This attestation form Completed 2014 Rollover Application Updated Applicant Certification page, with original signature Civil Rights Assurance of Compliance, with original signature Attachment A: Updated Documentation of Confirmed Match Attachment B: Current labeled and dated photographs of the property or site (for Acquisition & Development projects) Other attachments as applicable

Attestation Signature (Please sign for all participation choices.)

Signature of Designated Project Contact

Date

<u>David W. Wheeler, CFM, Director</u> Designated Project Contact (Printed Name and Title)

> Please return this signed form with all required documentation by July 13, 2012 fo: Historic Preservation Grants Program, Bureau of Historic Preservation Florida Department of State 500 South Bronough Street Tallahassee, Florida 32399-0250 850.245.6333 800.847.7278 <u>BHPgrants@flherttage.com</u>

Florida Department of State Division of Historical Resources 2014 Rollover Update Application June 1, 2012

SPECIAL CATEGORY HISTORIC PRESERVATION GRANTS Special Category Grant Program 2014 Rollover Application (2nd Rollover)

FOR PREVIOUSLY RECOMMENDED PROJECTS ONLY

Small-Matching applicants must use the Online Application Form

Application Deadline: All 2014 Rollover Applications must be delivered to the office of the Bureau of Historic Preservation, 500 South Bronough Street, Tallahassee, Florida 32399-0250, by 5:00 P.M., **July 13, 2012**, or must be clearly postmarked on or before July 13, 2012, or show evidence of submission to an express mail service on or before July 13, 2012. Failure to meet this deadline will result in disqualification.

1) PROJECT TITLE: Old Escambia County Courthouse

2) APPLICANT ORGANIZATION: Escambia County Board of County Commissioners

3) GRANT AMOUNT REQUESTED and APPROVED FROM 2013 ROLLOVER APPLICATION: \$350,000

4) MATCH AMOUNT: \$350,000

5) PROJECT TYPE (CHECK ONE PLEASE):

a) 🛛 ACQUISITION & DEVELOPMENT PROJECT

b) MAJOR ARCHAEOLOGICAL EXCAVATION PROJECT

c) 🔲 MAJOR MUSEUM EXHIBIT PROJECT

6) <u>PROJECT CHANGES</u>: In the space provided below, briefly describe any project changes since submission of your 2013 rollover application including, as applicable:

- 1) Changes in the condition of the property;
- 2) Changes in project progress and associated adjustments to grant project scope of work; and/or
- 3) Changes in threats to project.
- For all of the above, include labeled photos as <u>Attachment B</u> illustrating the changes described.

Check this box if there is no change to your project.

No Changes

Please provide the following contact information below:

Please check here if any of the information below has changed since the submission of your 2013 Rollover Application.

ORGANIZATION NAME: Escambia County Board of County Commissioners

ADDRESS: 221 Palafox Place

CITY: Pensacola STATE: Florida ZIP: 32502

NAME AND TITLE OF ORGANIZATION'S CHIEF OFFICER: Mr. Charles R. "Randy" Oliver

DESIGNATED PROJECT MANAGER: Mr. David W. Wheeler

ADDRESS: CITY: <u>Pensacola</u> STATE: <u>Florida</u> ZIP: <u>32502</u>

DAYTIME TELEPHONE NO: 850-595-3190 EXT.: NA FAX NUMBER: 850-595-4668

EMAIL ADDRESS: dwweele@co.escambia.fl.us

YOUR ORGANIZATION'S WEBSITE (if available): www.myescambia.com

8) **REVISED TENTATIVE PROJECT TIMELINE:** In the table below, indicate all major elements of the project for which funding assistance is requested, and the planned sequence of these activities beginning July 1, 2013. *Projects must be completed within 24 months*.

PROJECT ACTIVITY INDICATE MONTH(S) TO COMPLETE MAJOR ELEMENTS (Ex. Jan, Feb 2013; March and half of April, 2014)

		to zois, match and han of Aprily 2014)
Α	Demolition	Sept 2013
В	Exterior Construction	Oct, Nov, Dec 2013
C	Mechanical, Electrical	Nov, Dec 2013 & Jan 2014
D	Interior Finishes	Jan, Feb, Mar 2014
E		
F		
G		
Н		
Ī		

9) FOR ARCHAEOLOGY AND MUSEUM EXHIBIT PROJECTS ONLY:

<u>UPDATED PRINCIPAL INVESTIGATOR / CONSULTANT INFORMATION</u>: Identify the Principal Investigator and key project personnel, if known. Include curriculum vitae or resume for key project personnel as Attachment D. This documentation must clearly demonstrate that the Principal Investigator meets the Secretary of the Interior's Professional Qualification Standards for Archaeologists or Historians. (Please see <u>http://www.nps.gov/history/local-</u> law/arch_stnds_9.htm)

Principal Investigator/Consultant: <u>N/A</u> Key Project Personnel:

Name and Responsibility:

Name	and	Res	onsi	ibilit	V:	

Name and Responsibi	lity:
---------------------	-------

10) UPDATED PROJECT BUDGET:

Check this box if there is no change to your project budget. You are <u>not</u> required to complete the budget below if there is no change to your project budget.

If there are <u>any</u> changes to your original budget for the 2014 Rollover, you must complete the entire updated budget below. Please note the following:

- You must report the *entire* project budget below, not just the budget items that have changed.
- For each budget item below, describe the item in enough detail for Division staff to determine that the expense is allowable. Indicate the amount of grant funds and/or match to be allotted to each budget item and calculate the subtotal amount for each budget item.
- <u>All match contributions</u> allotted to the project budget items must be accompanied by appropriate confirmation documentation. This documentation must be included in Attachment A to this 2014 Rollover Application. See Page 11 for instructions.

Project Budget:

BUDGET ITEMS	GRANT FUNDS	МАТСН	SUBTOTALS
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$
9.	\$	\$	\$
10.	\$	\$	\$
11.	\$	\$	\$
12.	\$	\$	\$
13.	\$	\$	\$
14.	\$	\$	\$
15.	\$	\$	\$
16.	\$	\$	\$
17.	\$	\$	\$
18.	\$	\$	\$
19.	\$	\$	\$
20.	\$	\$	\$
TOTALS:	\$	\$	\$

* This section must be completed in full by ALL 2014 Rollover Applicants regardless of whether there is any change to the original application budget.

All elements of the claimed Match must contribute directly to the grant-assisted project work. Match may include in-kind services, the value of volunteer services and donated materials. Twenty-five percent of the Match must be cash on hand (not salary costs). In-kind services may include salary and benefits but <u>not overhead costs or profit</u>. Volunteer services must be valued at the current Florida Minimum Wage (currently \$7.67 per hour) unless a higher rate can be justified based on education, skills or training possessed by the donor. Donated material must be valued at actual cost. Public funds must be identified by source, that is: appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as from foundations, should be separately identified.

Each entry below must be clearly documented in <u>Attachment A (Confirmation of Match)</u>. See documentation requirements below on Page 11. PLEASE ENTER THE <u>BUDGET ITEM NUMBER</u> (from original application budget) FOR WHICH THE CONTRIBUTION WILL BE USED. Include a brief description of each contribution.

MATCH (ALL 2014 ROLLOVER APPLICANTS MUST COMPLETE)

Budget Item #(s)	Description	<u>Amount/Value</u>
	to be expended during grant period:	
Budget Item #	All budget items are 50% local cost share	\$ 350,000.00
Budget Item #	(see attached page 11 from original application)	\$
Budget Item #		\$
Budget Item #		\$
In-Kind Service	s to be contributed during grant period:	
Budget Item #		\$
Budget Item #		5
Budget Item #		\$
Budget Item #		\$
C. Donated Mater	ials to be contributed during grant period:	
Budget Item #		
Budget Item #		\$
Budget Item #		\$
Budget Item #		\$
). Volunteer Labo	or to be contributed during grant period:	
Budget Item #		\$
Budget Item #		S
Budget Item #		\$
Budget Item #		\$

Total Match: (All must be documented in <u>Attachment A</u>)

\$<u>350,000.00</u>

Bureau of Historic Preservation Online Grants System

Page 11 of 24 From Obiginal App.

1	general conditions	\$25,000.00	\$25,000.00	Cash	\$50,000.00
2	prepare for west windows	\$6,000.00	\$6,000.00	Cash	\$12,000.00
3	remove 1970's Insert	\$30,000.00	\$30,000.00	Cash	\$60,000.00
4	new roof over remaining single story	\$8,000.00	\$8,000.00	Cash	\$16,000.00
5	prepare openings in exterior construction	\$8,000.00	\$8,000.00	Cash	\$16,000.00
6	new arched windows	\$18,000.00	\$18,000.00	Cash	\$36,000.00
7	new west windows	\$9,000.00	\$9,000.00	Cash	\$18,000.00
₿	complete stone details	\$15,000.00	\$15,000.00	Cash	\$30,000.00
9	repair brick wal, interior demolition	\$18,000.00	\$18,000.00	Cash	\$36,000.00
10	remove courtroom ceiling, interior construction	\$5,000.00	\$5,000.00	Cash	\$10,000.00
11	second level restorations	\$54,000.00	\$54,000.00	Cash	\$108,000.00
1 2	room finishes	\$50,000.00	\$50,000.00	Cash	\$100,000.00
13	mechanical system upgrades	\$34,000.00	\$34,000.00	Cash	\$68,000.00
14	electrical system ugrades	\$25,000.00	\$25,000.00	Cash	\$50,000.00
15	basement upgrades	\$15,000.00	\$15,000.00	Cash	\$30,000.00
16	design fee s	\$30,000.00	\$30,000.00	Cash	\$60,000.00
Totals	•	\$350,000.00	\$350,000.00)	\$700,000.00

15. Match Summary

<u>Matching funds</u> include: cash funds, the value of in-kind services or volunteer labor directly involved in project work, and the value of donated materials. **25% of total match must be cash match, that is, cash-onhand. The applicant organization's staff salaries are considered in-kind match contributions, not cash match contributions.** In-kind services include salary and benefits but not overhead costs or profit. Inkind service or volunteer labor must be valued at the prevailing minimum wage unless it is documented that the donor is performing services or labor in which he or she is regularly employed at a higher wage. Donated material must be valued at the actual cost.

Public funds must be identified by source: e.g. appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as foundation grants, should be clearly identified. See information below for details on match requirements. Applicants requesting REDI Match Reduction in question 5 shall only be required to provide a 10% match. See question 5 for additional details.

Non-allowable match contributions include:

- a) Expenditures made prior to grant award agreement start date, except as allowed in <u>1A-39.009(3)</u>, <u>Florida Administrative Code</u>.
- b) Anticipated proceeds from fundraising activities.
- \cdot c) Grant funding from other sources applied for but not yet awarded.
- d) Cash pledges without donor signature and availability date (Anonymous pledges are not acceptable match contributions).
- e) Other grant funds from the Department of State.

Attachment A: Updated Documentation of Confirmed Match.

Attachment A is required for all 2014 Rollover Applications.

All Match contributions for work to be completed during the grant period **must be documented in Attachment A of the 2014 Rollover Application**. If all or a portion of the Match cited in your 2013 rollover application is no longer available, documentation of equivalent alternative resources will be necessary for application eligibility. Match contributions that are not adequately documented will be disallowed.

1. Resources to be contributed during the grant period

 \boxtimes

For **cash contributions** to Match that will be expended during the grant period, the documentation in Attachment A of the 2014 Rollover Application must substantiate the **current availability** and **allocation** of all contributions. A resolution from the Board of Directors of the organization confirming allocation of the funding for the grant-assisted project is needed along with a bank statement or letter from the organization's financial institution confirming the availability of the funds. For a local government, a resolution of the City Commission or Board of County Commissioners allocating the funding or an adopted budget document including a line item for the contribution will be acceptable.

For commitments of **in-kind services** and **donated materials**: Letters (on letterhead) from contributors for in-kind services and donated materials that

- a) clearly describe the services or materials to be provided
- b) indicate when the contribution(s) will be made
- c) establish the basis for valuing their contribution(s).

For volunteer labor: Pledge forms are used to document volunteer labor contributions unless alternative documentation is approved by the Division. The pledge form must be specific as to (a) the type of work to be accomplished, (b) the number of hours to be donated and the period during which the donation will be made, and (c) how the value of the donation was determined. These forms must be signed by the individuals or entity making the commitments. Note that the per-hour rate of volunteer labor must be valued at the Florida Minimum Wage (currently \$7.67 per hour) at the time of contribution unless a higher rate can be justified based on education, skills or training possessed by the volunteer. For example, a professional carpenter may donate time for carpentry services at his or her normal rate.

In addition to Attachment A, Attachments B, C, and D are required, as applicable, for changes in the project, as described in Question 6 in this Rollover Application.

Attachment B: Current photographs (dated and labeled) illustrating the existing condition (interior, exterior, surroundings, and problem areas) of the historical property or archaeological site.

Attachment C (for changes to Acquisition, Acquisition & Development or Museum Exhibit projects only): For Acquisition projects, an updated Purchase Agreement must be included in this Attachment. For Acquisition & Development or Museum projects, if architectural project schematics, construction documents or preliminary exhibit design documents have been completed, one set of these documents must be included in the Attachment. (*Required for all Acquisition and Development and Museum Exhibit Applications if additional planning has been completed or if planning documents have changed*)

Attachment D (for personnel changes to Archaeological Excavation or Museum Exhibit projects only): Include curriculum vitae or resume for Principal Investigator / Consultant and other key personnel not included in the original application, if known. (Required of all Archaeological Excavation or Museum Exhibit projects with changes in personnel).

Do not resubmit the original 2012 or 2013 Rollover Signature Pages.

Only updated certifications with original signatures will be accepted.

Signature Pages Checklist

- Applicant Certification all applicants
- Civil Rights Assurance of Compliance all applicants
- Owner Concurrence Required for properties not owned by applicant
- Agreement to Execute Restrictive Covenants or Preservation Agreement Required for A&D and Archaeological project applicants
- Project Archaeological Impact Form *Required for all A&D applicants*

Signature Pages are below

APPLICANT CERTIFICATION

This form is required of all applicants

This certification must be signed by the duly authorized representative of the applicant organization or agency before the application will be considered for funding assistance.

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant.

Name: Charles R. "Randy" Oliver. Title: County Administrator

Agency or Organization: Escambia County Board of County Commissioners

Signature _____ Date: _____

CIVIL RIGHTS ASSURANCE OF COMPLIANCE This form is required of all applicants.

U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

Escambia County, Florida Board of County Commissioners (hereinafter called "Applicant-Recipient") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Florida Department of State and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

The Applicant-Recipient also agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Florida Department of State, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Florida Department of State.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the burcau or office, including installment payments after such date on account of arrangements for Federal financial assistance which was approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated

Escambia County, Florida Board of County Commissioners Applicant

Signed By______ (President, Chairman of Board or Comparable authorized Official)

Charles R. "Randy" Oliver, County Administrator

221 Palafox Place, Pensacola, FL 32502 Applicant-Recipient's Mailing Address

OWNER CONCURRENCE

This form is required of all applicants who do not own the project property.

If the applicant does not own the property, the owner of record must sign the following statement indicating concurrence with the proposed project and this application for grant assistance.

I, the undersigned, owner of the property identified in this application, hereby acknowledge my support for and full concurrence with this application.

Date: _____

Name: <u>NA</u> Title: <u>NA</u>

Signature:

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ FAX Number: _____

AGREEMENT TO EXECUTE RESTRICTIVE COVENANTS OR PRESERVATION AGREEMENT

This form is required of applicants for A&D or site-specific archaeological projects only

For projects involving historic properties and those involving archaeological sites which will be maintained subsequent to the completion of the project, the owner, long-term lessee or other responsible party must sign the following statement indicating agreement to (a) record Restrictive Covenants running with the deed for projects involving real property, or (b) execute a Preservation Agreement for projects involving properties other than real property, should a grant award be made.

I, the undersigned, am the duly authorized representative of the \boxtimes owner, \square long-term lessee, or \square other organization or agency having responsibility for maintenance of the property identified in this application subsequent to completion of the project for which funding is requested. I hereby indicate agreement to record Restrictive Covenants or execute a Preservation Agreement, as applicable, through which the organization or agency I represent will commit to maintenance of the referenced property in accordance with good preservation practice and the applicable standards and guidelines of the Secretary of the Interior for a period of 10 (ten) years. I further agree that the organization or agency will not make any modifications to the property during the term of the preservation agreement (other than routine repairs and maintenance) without review of the plans and specifications by the Bureau of Historic Preservation and that every effort will be made to design any modifications in a manner consistent with the applicable standards and guidelines of the Secretary of the Interior.

Name: Mr. Charles R. "Randy" Oliver Title: County Administrator

Signature _____ Date: _____

Address: 221 Palafox Place

City: Pensacola State: Florida Zip: 32502

Daytime Telephone: <u>850-595-4900</u> FAX Number: <u>850-595-4908</u>

PROJECT ARCHAEOLOGICAL IMPACT FORM

This form is required for all Acquisition & Development projects.

Consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards), significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

a) Will your project involve ground disturbance? (Examples of ground disturbance include: historic building or structure relocation, grading and site work, installation of sewer and water lines, sub-grade foundation repairs or damp-proofing, construction requiring construction of new foundations, installation of landscape materials.)

YES (Go to b) below) NO (No further action required)

b) Acknowledgement of Responsibility to Protect Archaeological Resources

I, the undersigned, am the owner or duly authorized representative of the owner of the property identified under item 16, Property Ownership, and hereby accept responsibility for ensuring that significant archaeological resources are protected in the course of the proposed project and, if it is unavoidable that such resources are affected by the work, the organization that I represent will accept responsibility for development in consultation with the Division of Historical Resources and implementation of an appropriate mitigation plan for the treatment of those resources.

Owner/Representative Name: NA

Title: _____

Organization or Agency: _____

Signature: _____

Date: ____

For Relocation Projects: If the Project involves relocation of a historic building or structure from its historic site, plans must include an archaeological survey of the original and new sites. This requirement should be reflected in the Project Budget and project work items unless it is to be accomplished prior to the initiation of the grant-assisted work. Exemption from this requirement will be considered by the Division on a case-by-case basis.

PLEASE NOTE: With prior written approval from the Division, archaeological consulting services costs required to identify and evaluate archaeological resources in areas of ground disturbance, and if determined to be necessary for compliance with the *Standards*, costs required to carry out the provisions of an approved mitigation plan, will be eligible for grant expenditure or contribution to the required Match. For additional information about, or assistance with, required archaeological assessments, please call the Division of Historical Resources Grants Program at 1-800-847-7278.



FLORIDA DEPARTMENT OF STATE

RICK SCOTT Governor

May 30, 2012

KEN DETZNER Secretary of State

Mr. Bill Lawing Escambia County Board of County Commissioners 100 East Blount Street Pensacola, Florida 32501

Re: Historic Preservation grant funding, Restoration Completion of Old Escambia County Courthouse 2012-2013 Special Category (Rollover) application #FSC12_0027

Dear Mr. Lawing:

The Historic Preservation Special Category Grant application your organization originally submitted in August 2010 and resubmitted as a rollover application in August 2011 was presented to the 2012 Florida Legislature for funding approval during the legislative session that ended in March 2012. Unfortunately, the legislature did not allocate fiscal year 2012-2013 funding for the list of Special Category recommended projects (see attached list).

The Department of State intends to again roll over the list of recommended Special Category Grant applications for consideration next year, by the 2013 Legislature. The rollover application and instructions will be available on our website, <u>www.flheritage.com/grants</u>, beginning June 1, 2012. You are strongly urged to participate. If an additional rollover application is not submitted by your organization by the July 13, 2012 deadline, your project will be removed from further consideration and will not be included in the list of recommended projects presented to the 2013 Legislature for potential funding during the 2013-2014 fiscal year.

Also, please note that you are eligible to apply online for a 2014 Viva Florida 500 Small Matching Grant. The Small Matching Grant application is available on our website and these applications are due June 29, 2012.

If you have any questions about the grant process, please do not hesitate to contact us by telephone at 850.245.6333 or toll-free at 800.847.7278.

Sincerely.

Alissa M. Slade, Chief, Bureau of Historic Preservation and, Deputy State Historic Preservation Officer

AMS/ch pc: Mr. Larry Newsom, Interim County Administrator

Hagendia 2824



Division of Historical Resources • 850.245.6300 • <u>www.flheritage.com</u> R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250 Telephone: (850) 245-6500 • Facsimile: (850) 245-6125 www.dos.state.fl.us *Commemorating 500 years of Florida history* www.fla500.com

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2802	County Administrator's Report 12. 12.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	Issue Task Order on Contract PD 02-03.79 "Professional Services" for CEI and Project Management Services for Jernigan Road Safety Upgrades
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Issuance of a Task Order to Jehle-Halstead, Inc., for the Jernigan</u> <u>Road Safety Upgrades Project - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board approve the issuance and authorize the County Administrator to execute a Task Order to Jehle-Halstead, Inc., for the Jernigan Road Safety Upgrades Project, for an amount not to exceed \$87,640, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

Due to reduced staff levels in the areas of engineering, inspection, and project management, this Task Order is necessary for the suitable completion of the above-mentioned project. Under this Task Order, the consultants will provide construction, engineering, inspection, and project management services for the Jernigan Road Safety Upgrades Project.

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

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection, and project management, this task order is necessary for the suitable completion of the above-mentioned project. Under this task order, the consultants will provide construction, engineering, inspection, and project management services for the Jernigan Road Safety Upgrades Project.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107 Object Code 56301, Project #08EN0045 "Cody/Jernigan Road".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase requisition and task order will be transmitted to the Office of Purchasing for processing.

Attachments

Jernigan Road Scope and Fee Schedule

SCOPE OF WORK CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT MANAGEMENT FOR JERNIGAN ROAD SAFETY UPGRADES PROJECT

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the Jernigan Road Safety Upgrades Project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the Jernigan Road Safety Upgrades Project will be conducted by the Consultant in full cooperation with the Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. Erosion Control and Preconstruction Conferences: Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

2. Attend Weekly Meetings: Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

3. Project Administration: Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector Asphalt Plant Inspection Class 1 Concrete Technician Soils and Aggregate Technician Earthwork Technician Nuclear Gauge Trained and Proficient SWPPP Certified

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification. Prior approval is required.

5. Conduct Field Surveys: Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

6. Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

7. Shop Drawings: Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

8. Quality Assurance, Testing for Acceptance, and Training: Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibility include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of

submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

11. Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

• Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

14. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

15. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Utility Relocations: Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.

17. Plan Review: Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

18. Citizen Interface: Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain (2) Variable Message Board (VMB) from start of construction through completion of punch list. Consultant will also maintain (1) static message boards. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. The second static message board shall be for public information exclusively; containing updated project status information maintained with weekly updates by the Consultant, overall plan sheet and contact information for public information. Location shall be determined by the Project Coordinator.

PROPOSED MANHOUR/FEE ESTIMATE

PROJECT: CEI for Jernigan Road Safety Upgrades ESCAMBIA COUNTY

DATE:	June, 2012
D / (L .	Julie, 2012

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		PRJ.MGR.	PE	TECH./	INSPECTOR	TOTAL	
		SR.ENG.	PSM	FIELD		HOURS	FEE
TASK	DESCRIPTION	\$150	\$95	\$65	\$65		
1	EROSION CONTROL AND PRECONSTRUCTION CONFERENCE	2	2		2	6	\$620.00
2	WEEKLY MEETINGS	12	24		44	80	\$6,940.00
3	PROJECT ADMINISTRATION	16	40			56	\$6,200.00
4	CONSTRUCTION INSPECTION	8	30	66	24	128	\$9,900.00
5	CONDUCT FIELD SURVEYS		OPTIONAL SERVICE: SEE NOTES BELOW				
6	SUPPLEMENTAL AGREEMENTS/CONSTRUCTION CHANGES		OPTIONAL SERVICE: SEE NOTES BELOW				
7	SHOP DRAWINGS	2	4	8	16	30	\$2,240.00
8	QUALITY ASSURANCE, VERIFY TESTING FOR ACCEPTANCE	4	12	66	66	148	\$10,320.00
9	PROGRESS PAYMENTS	2	8		30	40	\$3,010.00
10	REVISIONS TO THE CONTRACT PLANS		OPTIONAL SERVICE: SEE NOTES BELOW				
11	DISTRIBUTION OF CORRESPONDENCE	2	10		26	38	\$2,940.00
12	INSPECTION OF WORK	6	12		428	446	\$29,860.00
13	REPORTS	4	8		16	28	\$2,400.00
14	FINAL RECORDS	1	6	1	6	13	\$1,110.00
15	PROJECT CLAIMS		OPTIONAL SERVICE: SEE NOTES BELOW				
16	UTILITY RELOCATIONS		OPTIONAL SERVICE: SEE NOTES BELOW				
17	PLAN REVIEW	2	8		16	26	\$2,100.00
18	CITIZEN INTERFACE		OPTIC	NAL SERVI	CE: SEE NOT	ES BELOW	
							· · · · · · · · · · · · · · · · · · ·
	TOTAL HOURS AND ENGINEERING FEE (LUMP SUM)	61	164	140	674	1039	\$77,640.00
	TOTAL OPTIONAL SERVICES: NOT-TO-EXCEED FEE (SEE NOTES E	ELOW)					\$10,000.00
TOTAL ENGINEERING AND OPTIONAL SERVICES					\$87,640.00		

Notes:

1. FOR EACH TASK ITEM PRESENTED ABOVE SEE "SCOPE OF WORK" DESCRIPTIONS ATTACHED.

2. OPTIONAL SERVICES: SHALL BE "NOT TO EXCEED" AND INCLUDE ITEMS DEPICTED ABOVE AND ANY OTHER MISCELLANEOUS TASKS NOT LISTED ABOVE. BILLING SHALL BE ON AN HOURLY BASIS AND REIMBURSABLE EXPENSES ON A COST BASIS. SEE ATTACHED FEE ESTIMATE.

3. CONSTRUCTION CONTRACT TIME IS ASSUMED TO BE 300 CALENDAR DAYS WITH 30 ADDITIONAL DAYS FOR FINAL COMPLETION/REPORTING

4. RESIDENT INSPECTION SERVICES ARE NOT INCLUDED. INSPECTION SERVICES ARE AT THE LEVEL DEPICTED ABOVE FOR THE 300 CALENDAR CONTRACT TIME.

5. FIELD TESTING IS BY CONTRACTOR WITH RESULTS VERIFICATION PROVIDED BY THE CEI.

6. THE ABOVE "ENGINEERING FEE" IS A LUMP SUM ESTIMATE AND SHALL BE INVOICED MONTHLY BASED ON PERCENT COMPLETE OF TOTAL CONTRACT.

DETAIL OF OPTIONAL SERVICE ITEMS

PROJECT: CEI for Jernigan Road Safety Upgrades ESCAMBIA COUNTY

DATE: June, 2012

COUNTY PROJECT NO .:

TASK	DESCRIPTION	PM or Survey Crew \$150	PE or PSM \$95	TECH,/ FIELD \$65	INSPECTOR \$65	TOTAL HOURS	FEE
1	EROSION CONTROL AND PRECONSTRUCTION CONFERENCE	1.					
2	WEEKLY MEETINGS	-		3			
3	PROJECT ADMINISTRATION			1			
4	CONSTRUCTION INSPECTION						
5	CONDUCT FIELD SURVEYS	16	4	4		24	\$3,040.00
6	SUPPLEMENTAL AGREEMENTS/CONSTRUCTION CHANGES	1	6		12	19	\$1,500.00
7	SHOP DRAWINGS		1.00	1.2			
8	QUALITY ASSURANCE, VERIFY TESTING FOR ACCEPTANCE						
9	PROGRESS PAYMENTS						
10	REVISIONS TO THE CONTRACT PLANS	1	4	12.23	10	15	\$1,180.00
11	DISTRIBUTION OF CORRESPONDENCE		1			2011 B	
12	INSPECTION OF WORK						
13	REPORTS						
14	FINAL RECORDS				a competence of the		
15	PROJECT CLAIMS	1	2	15. 11.	4	7	\$600.00
16	UTILITY RELOCATIONS	1	6		12	19	\$1,500.00
17	PLAN REVIEW						1
18	CITIZEN INTERFACE	2	8	he has a	24	34	\$2,620.00
-	TOTAL HOURS AND ESTIMATED FEE	22	30	4	62	118	\$10,440.00
π.	TOTAL OPTIONAL SERVICES						\$10,440.00
						SAY	\$10,000.00

Notes:

OPTIONAL SERVICES: SHALL BE "NOT TO EXCEED" AND INCLUDE ITEMS DEPICTED ABOVE WITH BILLING ON AN HOURLY AND COST BASIS FOR REIMBURSABLE EXPENSES. CONSTRUCTION CONTRACT TIME IS ASSUMED TO BE 300 CALENDAR DAYS.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2843	County Administrator's Report 12. 13.			
BCC Regular M	leeting Budget & Finance Consent			
Meeting Date:	07/12/2012			
Issue:	Issue Task Order on Contract PD 02-03.79 "Professional Services" for the Chemstrand Road Sidewalks Project			
From:	Joy D. Blackmon, P.E., Department Director			
Organization:	Public Works			
CAO Approval:				

RECOMMENDATION:

Recommendation Concerning Issuance of a Task Order to David W. Fitzpatrick, P.E., P.A., for the Chemstrand Road Sidewalks Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance and authorize the County Administrator to execute the Task Order to David W. Fitzpatrick, P.E., P.A., for the Chemstrand Road Sidewalks Project, for an amount of \$89,000, on Contract PD 02-03.79, "Professional Services", to provide professional engineering services to design sidewalks, roadway widening, and drainage improvements along the east and west sides of Chemstrand Road, between Nine Mile Road and Ten Mile Road.

On April 11, 2012, David Fitzpatrick, P.E., P.A., was selected to design sidewalk improvements along the west side of Chemstrand Road, between Nine Mile Road and Ten Mile Road, at a cost of \$49,334. Staff decided that it would be more beneficial to design sidewalks along both sides of Chemstrand Road, so Mr. Fitzpatrick was directed to revise his Scope of Work to include both sides of the road, to include six-foot wide sidewalks, a four-foot wide bicycle lane, associated curbing, and miscellaneous drainage appurtenances, at a cost of \$89,000.

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1915 "Chemstrand Road Sidewalks"]

BACKGROUND:

On April 11, 2012, David Fitzpatrick, P.E., P.A., was selected to design sidewalk improvements along the west side of Chemstrand Road between Nine Mile Road and Ten Mile Road at a cost of \$49,334.00. Staff decided that it would be more beneficial to design sidewalks along both sides of Chemstrand Road, so Mr. Fitzpatrick was directed to revise his scope of work to include both sides of the road to include 6' wide sidewalks, 4' wide bicycle lane, associated curbing and miscellaneous drainage appurtenances, at a cost of \$89,000.00.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #12EN1915 "Chemstrand Road Sidewalks".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase requisition and task order will be transmitted to the Office of Purchasing for processing.

Attachments

Scope and Fee Schedule

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox Street
Pensacola, Florida 32534
Phone (850) 476-8677
Fax (850) 476-7708
fitzpatrick@fitzeng.com

Chemstrand Road Sidewalks Scope of Engineering Services

April 24, 2012 Revised June 25, 2012

David W. Fitzpatrick, P.E., P.A., (DWF), is pleased to offer our professional services to provide design of sidewalks for Escambia County between 9 Mile Road and 10 Mile Road along the east and west side of Chemstrand Road. Our design will include 6' wide sidewalks, 4' wide bicycle lanes, associated curbing, and miscellaneous appurtenances. Each side of Chemstrand Road will receive asphalt widening for bicycle lanes then FDOT Type F curbing then a 6' wide concrete sidewalk. The design will be similar to the existing improvements on either end of this scope area. Roadside ditches will be replaced with piping where possible. Roadside ditches to remain will be reshaped to accommodate safety and use of the proposed improvements. We will work with NWFWMD to receive exemption or de-minimis designation for the project. It is our assumption that the work will be exempt or de-minimis. Work will begin and end at the existing sidewalk and bicycle lane extensions from each end. The DWF team will provide surveying and geotechnical work as required. The design will meet all required standards and specifications including but not limited to SRTS, ADA, FDOT, MUTCD, and the Florida Green Book. DWF will assist the county through the project bidding and contractor procurement process.

WORK SCOPE ELEMENTS AND TASKS:

Task 100—Review of existing documents and site conditions.

- 1. Meet with County staff to gather existing data for the project and discuss the scope and schedule. Existing data would include: existing construction/ asbuilt plans, survey data, maps, aerial photos, input from staff.
- 2. Meet and contract with a local geotechnical engineering firm to provide geotechnical data as necessary of the subsurface conditions along the route.
- 3. Meet and contract with a local surveying company to perform required surveys to accommodate the design and construction document preparation. All surveys will meet current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers. There will be a minimum of two benchmarks referenced to NAVD 1988 datum. Maximum distance between Benchmarks will not exceed 1000 feet. Cross Section data intervals will not exceed 100'. The survey will extend 5' beyond the right of way line where practical. Property corners when locatable will be located within the survey. Submitted electronic files will be based upon state plane coordinates, NAD 83/90, and North Florida zone.
- 4. Notify utilities of the pending project obtain locates and gather their input.
- 5. Review received information and layout for design
- 6. Meet with county staff and discuss layout and alternatives.

Task 200—Design and construction document development:

- 1. After the layout is agreed upon we will move to design and construction document development. Construction documents will meet Escambia County Technical Specifications, ADA, and other requirements as discussed above. Construction documents will be submitted to Escambia County at 30% completion, 60% completion, 90% completion, and final completion.
- 2. Drainage will be addressed on the construction documents. DWF will analyze the existing stormwater facilities and design drainage improvements necessary to accommodate the proposed improvements. The critical duration 25 year storm will be used as a base line for drainage alterations or improvements design.

- 3. At 60% completion we will make an ERP submittal to the NWFWMD to receive an official exemption or de-minimis designation. There is a question as to the east right of way and meeting the NWFWMD rule for exemption or de-minimis. We will negotiate with NWFWMD to determine the extents of work allowed for exemption or de-minimis status and design accordingly to maintain that status.
- 4. DWF will prepare a SWPPP. It will be made a part of the construction documents in accordance with FDEP and NPDES guidelines to accompany the construction plans.
- 5. DWF will prepare a MOT plan in accordance with FDOT's latest Design Standards Manual. It will be made a part of the construction documents.
- 6. DWF will prepare a construction cost estimate and an estimated construction time schedule for the work at each submittal phase, (30%, 60%, 90%, 100%). We will use the Escambia County pricing agreement to prepare the cost estimate.

Task 300—Other right of way users coordination to include the following:

- 1. Contact/ meet with ECUA, ESP, Southern Co., Bell South, Cox, Florida One Call, etc., to discuss existing utilities they have in the area. Each utility will be notified by email with PDF drawings at preliminary, 30, 60, 90, and final, unless the utility states in writing they do not have facilities in the right of way of Chemstrand Road between 9 Mile Road and 10 Mile Road.
- 2. Contract with local subsurface utility engineering (SUE) firm to locate existing utilities every 500' and at critical crossing locations.
- 3. Coordinate and meet with utility providers to resolve conflicts with the proposed improvements including scheduling and attendance of "plan in hand" on-site meetings as requested by the utility representatives or county staff.
- 4. In the event that it is necessary to relocate an existing utility to accommodate project pipe crossings this proposal includes minor relocation design however does not include major relocation design.

Task 400—Limited construction assistance:

- 1. At final construction document completion and approval DWF will assist the county to prepare bid documents.
- 2. DWF will attend the pre-bid conference and respond to requests for information throughout the bidding process.
- 3. DWF will assist the county to tabulate bids and select the lowest responsible bidder.
- 4. DWF will attend meetings with County staff and selected contractor to discuss project scope and plans.
- 5. DWF will attend a preconstruction conference, discuss project scope and address questions.
- 6. DWF will review and approve shop drawings and provide consultation during construction.

Task 500----Construction completion documentation:

- 1. DWF will perform limited site inspections for permit certifications
- 2. Upon construction completion DWF will prepare construction completion documents
- 3. Prepare and submit to other agencies construction completion documents and certifications.

DELIVERABLES:

One paper copy and one digital copy in PDF format will be submitted to Escambia County at each stage of plan development for review, discussion, and approval. All plans will be presented on 11"x17" or 24"x36" sheets as directed by staff. Upon approval by Escambia County of the final plans DWF will submit four sets of approved plans and one digital copy in PDF and/or ACAD. We can deliver 11"x17" or 24"x36" as directed by the staff.

SCHEDULE:

Task 100- Review of existing documents. This work includes the survey work.

--- 55 calendar days from NTP

Task 200- Design and construction doc. Dev.

Task 200a - 30% completion--- 60 calendar days from completion of Task 100Task 200b - 60% completion--- 40 calendar days from completion of Task 200aTask 200c - 90% completion--- 40 calendar days from completion of Task 200bTask 200d - Final construction doc. Comp.--- 30 calendar days from completion of Task 200c

Task 500- Construction completion documentation

--- 15 days after construction completion

ASSUMPTIONS:

- Scope does not include right of way acquisition or assistance.
- Agencies fees of any kind are included as allowances.
- It is not anticipated that environmental consultants are required within this scope of services.
- Scope does not include drainage improvement design outside the Chemstrand Road right of way between 10 Mile Road and 9 Mile Road. It is assumed the project will meet exempt or de-minimis status therefore no additional drainage improvement design is anticipated or included.
- It is anticipated that DWF work will include communication/ coordination with existing buried utility providers. Communication and coordination with these utilities is included within this scope. It is further assumed major utility relocation design will not be required therefore not included. However minor crossing relocation may be required and is included.
- Scope does include time for shop drawing approval, consultation during construction, and limited site visits.

Name of Project: Chemstrand Road Sidewalks

County: Escambia Date: 6/25/2012 Consultant Name: David W. Fitzpatrick, P.E., P.A. 10250 North Palafox Street Pensacola, Florida 32534 850-476-8677

Estimate prepared by: David W. Fitzpatrick, P.E.

0 0	Services Man Hour Estimate			Engineer		
			Project Mgr.	Intern/ Cadd	Administrator	\$
Task	Description		PE	Technician		
100	Review of existing documents, meetings, and site conditions		30	60	2	\$8,710.0
200	Design and construction document development		160	350	4	\$48,400.0
300	Other right of way users coordination		20	30	3	\$5,130.0
400	Limited construction assistance and project closeout		24	40	2	\$6,380.0
500	Construction completion documentation		24	40	2	\$6,380.0
600	Allowances(see note 1)					\$14,000.0
		Total hours=	258	520	13	
		Hourly rates=	\$135.00	\$76.00	\$50.00	
		Subtotals \$=	\$34,830.00	\$39,520.00	\$650.00	
	Tc	otal Engineering Fee =	\$75,000.00			
Total Allowances = Grand Total =						
			\$89,000.00			
		ψ03,000.00				



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2857	County Administrator's Report 12. 14.			
BCC Regular M	leeting Budget & Finance Consent			
Meeting Date:	07/12/2012			
Issue:	Acquisition of Property from Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole for the Capitol Boulevard Area Drainage Project			
From:	Joy D. Blackmon, P.E., Department Director			
Organization:	Public Works			
CAO Approval:				

RECOMMENDATION:

<u>Recommendation Concerning the Acquisition of Property from Evelyn Shears, Hattie Brown</u> <u>Cole, Felicia Hopson and Dawn Cole for the Capitol Boulevard Area Drainage Project - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board take the following action regarding the purchase of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street, from Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole, for the Capitol Boulevard Area Drainage Project:

A. Authorize the purchase of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street, for the negotiated amount of \$35,000, which is \$14,000 above the appraised value of \$21,000, from Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Dole, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property (approximately 2.55 acres), located at 7161 Fruitvale Street; and

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

[Funding Source: Fund 352, "LOST III", Cost Center 210107, Object Code 56101/56301, Project No. 10EN0333]

The area of Capitol Boulevard lying west of Highway 29 and south of Diamond Dairy Road has a well-documented history of stormwater drainage issues, including flooding of residences and damage to County infrastructure. The County has been trying for many years to alleviate the stormwater drainage problems in this area but has not been able to provide much relief due to the inability of staff to acquire property of adequate size and suitability for stormwater retention. Over the years, staff has initiated negotiations with several property owners in this area but has been unsuccessful in acquiring property, due to title concerns or owners seeking what staff considers to be unreasonable compensation. Staff has even considered asking the Board to exercise its powers of eminent domain, but this is seen as a last resort as it can be an expensive

and drawn-out process.

Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole (property owners) own a vacant parcel of real property (approximately 2.55 acres) located at 7161 Fruitvale Street in the Capitol Boulevard area. Engineering studies indicate that this property is suitable for a localized stormwater retention pond which would facilitate the County's project to alleviate the stormwater drainage problems. Staff approached the property owners, who indicated a willingness to sell.

BACKGROUND:

The area of Capitol Boulevard lying west of Highway 29 and south of Diamond Dairy Road has a well-documented history of stormwater drainage issues, including flooding of residences and damage to County infrastructure. The County has been trying for many years to alleviate the stormwater drainage problems in this area, but has not been able to provide much relief due to the inability of Staff to acquire property of adequate size and suitability for stormwater retention. Over the years, Staff has initiated negotiations with several property owners in this area but have been unsuccessful in acquiring property, due to title concerns or owners seeking what Staff considers to be unreasonable compensation. Staff have even considered asking the Board to exercise its powers of eminent domain, but this is seen as a last resort as it can be an expensive and drawn-out process.

Evelyn Shears, Hattie Brown Cole, Felicia Hopson and Dawn Cole (property owners) own a vacant parcel of real property (approximately 2.55 acres) located at 7161 Fruitvale Street in the Capitol Boulevard area. Engineering studies indicate that this property is suitable for a localized stormwater retention pond which would facilitate the County's project to alleviate the stormwater drainage problems. Staff approached the property owners, who indicated a willingness to sell. Staff had an appraisal performed by Sherrill Appraisal Company, dated January 4, 2011, which placed a value of \$21,000 on the property. Staff discussed the appraisal with the owners, but at the time of the appraisal the property was going through probate proceedings, which were finalized in March 2012. The property owners were not amenable to the appraised value of \$21,000 and countered with an offer to sell for \$35,000.

Staff understands the Board's position on paying above appraised value and that it does take a super majority vote by the Board to approve, but based on the historical drainage problems in this area and limited prospects for acquiring properties in this area suitable for retention pond purposes, Staff is asking the Board to approve the acquisition of this property for \$35,000, which is what the owners are seeking. Although the \$35,000 is \$14,000 above appraised value, Staff believes that if the County had to use its eminent domain powers, the costs would be well above \$35,000. Therefore Staff is asking the Board to approve this acquisition for \$35,000, subject to the terms and conditions contained in the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funds for the acquisition of this property are available in Fund 352, "LOST III", Cost Center 210107, Object Code 56101/56301, Project No. 10EN0333.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for this acquisition. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 25, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139, Escambia County Code of Ordinances and proceed to closing.

Attachments

Contract for Sale and Purchase Acquisition Checklist Appraisal Appraisal Aerial View Map

CONTRACT FOR SALE AND PURCHASE

A

This is a Contract for Sale and Purchase ("Contract"), between EVELYN SHEARS, as to a 3/3 interest in Lot 19; HATTIE BROWN COLE, as to a 1/3 interest in Lot 19; FELICIA HOPSON as to a 1/2 interest in Lot 20 and DONNA COLE aka DAWN COLE, as to a 1/2 interest in Lot 20 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on ______.

2. PURCHASE PRICE; PAYMENT. The purchase price is Thirty Five Thousand Dollars (\$35,000), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLERS' AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

i,

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

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Office of the County Engineer Real Estate Division 3363 West Park Place Pensacola, Florida 32505

WITH A COPY TO: Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502 <u>TO SELLERS:</u> Evelyn Shears 95 Canterbury Street Hartford, Connecticut 06112

Hattie Brown Cole 7001 Greenview Circle . N. Fort Worth, Texas 76120

Felicia Hopson 1550 Nantucket Drive Dallas Texas 75224

Dawn Cole 7001 Greenview Circle, N. Fort Worth, Texas 76120 20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

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21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

114.5

Date:

BCC Approved:

This o	locument approved as to form
and le	egal sufficiency.
Ву	a t Alloca
Title	Aur County Athorny
Date	June 25, 20m

Witness GIGGID Print Name Witness Williams Print Name

. .

SELLERS:

hears EVELYN SHEARS

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Date: 6-15.2012

STATE OF FLORIDA Competitud COUNTY OF ESCAMBIA Hartford

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(Notary Seal)

- 20-

The foregoing instrument was acknowledged before me this 15 day of June 2019, by Evelyn Shears. She () is personally known to me, () produced current as identification. 20

> MM Signature of Notary Public (

> > m

m Printed Name of Notary Public

SELLERS:

Applie
Witness
Vitness LCO
Print Name
Monio
Witness
(gloria Torres

Te Brown Cole **IE BROWN COLE**

Date: 6.5.2012

Print Name

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STATE OF FLORIDA The foregoing instrument was acknowledged before me this <u>5</u> day of <u>JUNE</u>, 20 <u>2</u>, by Hattie Brown Cole. She (_) is personally known to me, (_) produced current huttic Cole Brown COUNTY OF ESCAMBIA

Jn Du vo ju

OSignature of Notary Public

AMEIA BAKER Printed Name of Notary Public

(Notary Seal)



SELLERS:

tness SSIP Print Name

ELLICH

FELICIA HOPSON

Date: 06-09-2012

Print Name

Witness

STATE OF FLORIDA COUNTY OF ESCAMBIA

HNDR.

The foregoing instrument was acknowledged before me this 6 day of JUNE, 20_12 by Felicia Hopson. She (J is personally known to me, () produced current as identification.

ale

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

CANDY FRANKLIN Notary Public, State of Texas My Commission Expires October 10, 2012

SELLERS:

Jame DAWN Date: 0.5.12 Print Name STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this <u>5</u> day of <u>JUNE</u>, 20 12, by Dawn Cole. She <u>is personally known</u> to me, <u>produced current</u> as identification. Men Imin 0 Signature of Notary Public ANGELA BAKER Printed Name of Notary Public (Notary Seal) ANGELA DENISE BAKER My Commission Expires April 25, 2015

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Exhibit "A"

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Lots 19 and 20, Olive Heights, a subdivision in Escambia County, Florida, according to the Plat Thereof recorded in Plat Book 2, at Page 69, of the public records of said County.

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139. Escambia County Code of Ordinances ta copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below. PARCEC = 26-15-30-2.101-000-019

Property Location/Identification: BA

Comments:

1

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	A	1	ACCOUNT # 030932000	000 0
BARKER	PROPERTY -	7161	FAUITVALE ST.	_
- Appraisals				

County Administrator (or designce) Appraiser (1): Date of appraisal: Appraised value: Received by: Comments: Appraiser (2): Date of appraisal: Appraised value: Received by: Comments: Doyle But County Administrator (or designce) - Environmental Site Assessments Date of Phase I: 10/7/2011 Received by: Dorle Buten Comments: Site IS NON-COMMERCIAL ALI UNDA 'C. PRELA' Act 51 5 Exempt And does us Date of Phase II: AESA Received by: Comments: Facilities Management Department - Property Inspection Inspected by: Date: demolished Comments: Risk Management Department - Property Inspection Inspected by: aca Date: demolished Comments: Engineering Department - Review of Survey or Boundary Map Completed by: RICK COLOCADO Date: 06-26-10 Comments: REVIEWED BOUNDARY SURVEY - DID NOT FIELD NERIFY. Office of Management and Budget - Verification of Funding Source Funding source: Fund 3.5 NO LOENO333 Verified by: 301 Ø, Date: ingto Comments: Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more) Reviewed by: Date:



13009 Beulah Road Cantonment, Florida 32533-8831 Phone: 850.937.2160 Fax: 850.937.2152



October 7, 2011

Larry Goodwin Real Estate Acquisition Escambia County Public Works Bureau 3363 W. Park Place Pensacola, FL 32505

RE: ESA Transaction Screening Exemption for 7161 Fruitvale Street, Pensacola, FL 32505

ESA's are generally performed on commercial properties that have or had the potential of becoming contaminated. Lots, or parcels, in residential neighborhoods are not expected to be commercial. The parcel targeted for this screening, 7161 Fruitvale Street, Pensacola FL 32505, was used primarily as residential. The parcel in this investigation would not be designated "commercial real estate" and would not fall under the scope of the Comprehensives Environmental Response and Compensation and Liability Act (CERCLA).

The site inspections, maps, and related investigation confirmed that the site is residential and has never had the use or designation of "commercial site." A visit to the site confirmed that there was once multiple residences present (see attached pictures).

It is determined that the site is "exempt" and does not require an Environmental Site Assessment.

Call me at 937-2148 if I can be of help to you in the future.

Thank you,

Dagle Butter

Doyle Butler

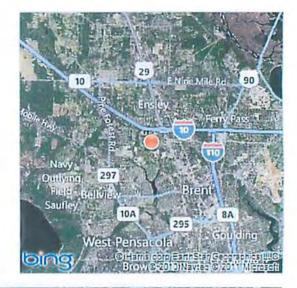
Engineering Environmental Coordinator ECDSW

bing Maps

7161 Fruitvale St, Pensacola, FL 32505

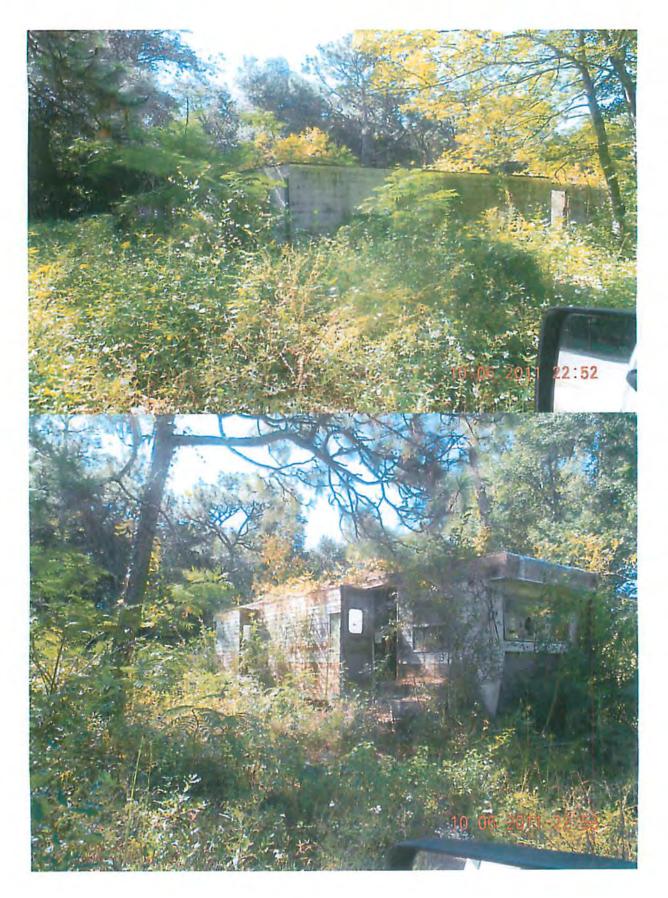
My Notes

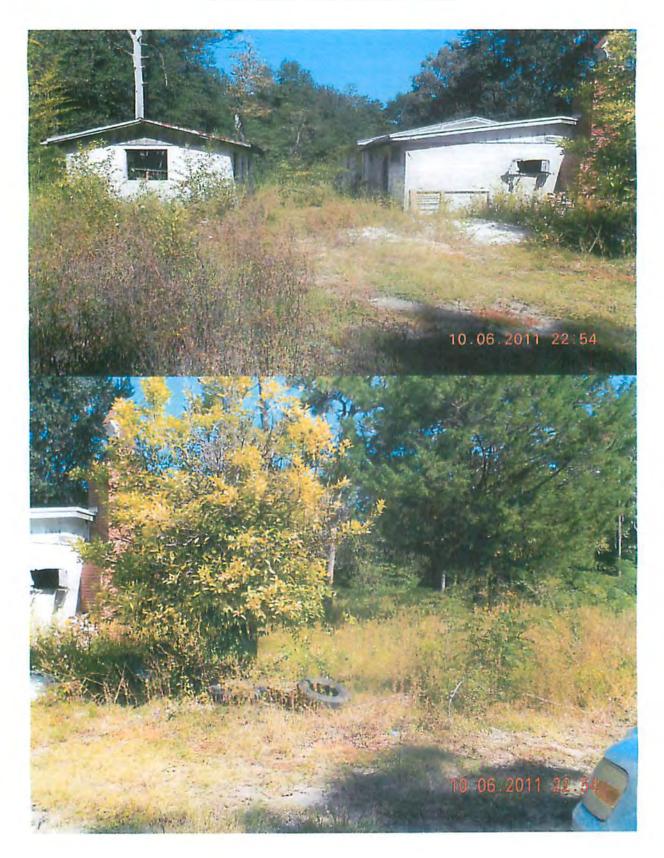
FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411





Bird's eye view maps can't be printed, so another map view has been substituted.





7151 Fruitvale Street, Pensacola, FL 32505



N211-0004

SUMMARY APPRAISAL REPORT

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OF A

NON-RESIDENTIAL PROPERTY

LOCATED AT

7161 FRUITVALE STREET PENSACOLA, ESCAMBIA COUNTY, FLORIDA

EXCLUSIVELY FOR

ESCAMBIA COUNTY PUBLIC WORKS BUREAU

AS OF

JANUARY 4, 2011

BY

CHARLES C. SHERRILL, JR., MAI STATE CERTIFIED GENERAL APPRAISER #RZ0001665

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

SUMMARY APPRAISAL REPORT

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This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

The subject property consists of a land parcel which is located at 7161 Fruitvale Street in Pensacola, Florida. As discussed in this appraisal report, the vacant structures that are located on the property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

CLIENT:	Escambia County Public Works Bureau Attention: Mr. Larry Goodwin Real Estate Acquisition Supervisor 3363 West Park Place Pensacola, FL 32505
APPRAISER:	Charles C. Sherrill, Jr., MAI State Certified General Appraiser #RZ0001665 Sherrill Appraisal Company P.O. Box 1671 Pensacola, FL 32591
APPRAISAL FILE NUMBER:	N211-0004
PROPERTY LOCATION:	7161 Fruitvale Street, Pensacola, Escambia County, Florida
PROPERTY TYPE/CURRENT USE:	Non-Residential Land Parcel
REPORTED PROPERTY OWNER:	Leo Barker
TAX ACCOUNT NUMBER:	03-0932-000
PARCEL IDENTIFICATION NO.:	26-1S-30-2101-000-019
CURRENT PROPERTY TAX ASSESSMENT:	\$24,226; There are apparently no delinquent property taxes as the 2010 tax bill has been paid.

LEGAL DESCRIPTION: A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: R-5; Urban Residential/Limited Office

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- **INTENDED USE OF REPORT:** For the sole purpose of assisting the client, Escambia County Public Works Bureau, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.
- **INTEREST VALUED:** Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION:	January 4, 20	11		
EFFECTIVE DATE OF VALUE:	January 4, 20	11		
DATE OF APPRAISAL REPORT:	January 19, 2	011		
FINAL ESTIMATE OF VALUE:	\$21,000		attached d limiting c	

SCOPE OF THE WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, reviewed an aerial photograph depicting the subject parcel, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation has been retained in the appraiser's file. This Summary Appraisal Report is intended to comply with the reporting requirements set for under Standards Rule 2-2(b) of the Uniformed Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

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Location Description: Pensacola is located in the western-most county (Escambia) in Florida. It has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola. Overall, the area has a diversified employment base, stable population characteristics, and abundance of recreational activities. The near-term outlook for this metropolitan area appears favorable.

Neighborhood Description: The subject property is located outside the city limits of Pensacola in a mixed residential and commercial area. Land uses in the general area include retail establishments, offices, service stations, convenience stores, strip shopping centers, restaurants, banks, automobile service garages, apartments, residences, mobile homes, warehouses, pawn shops, auto sales lots, mini-warehouses, churches, motels, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

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Summary of Local Real Estate Market: After a number of years of steady growth in the local real estate market, the health of the market has weakened in recent years. Demand for residential and commercial space has declined sharply in the local market due to weakened economic conditions in the past few years, resulting in an oversupply of inventory. The net result of this market weakness has been an increase in vacancy rates, a decline in rental rates and values, and an increase in property foreclosures. Accordingly, downward price adjustments have been made for market conditions/time in the valuation section of this appraisal report.

Property Description: The subject property is located on Fruitvale Street at its intersections with Capitol and Trammel Boulevards. This interior parcel is rectangular in shape. The site has 528 feet of frontage on the west side of Fruitvale Street and a depth of 210 feet. Based upon these dimensions, the property contains 110,880 square feet. These equate by calculation to a land area of 2.55 acres.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is not available to the subject. The overall public utilities that are available to the site are considered to be adequate. Access to the property is concluded to be adequate. It appears that the parcel is not located within a designated flood area.

As previously mentioned, the parcel is improved with vacant structures. However, these structures are concluded to be in poor physical condition, and are considered to not contribute materially to the overall marketability and value of the subject property.

The subject property is zoned R-5; Urban Residential/Limited Office under the zoning ordinances of Escambia County. This zoning district is intended to provide for high density urban residential uses and compatible professional office development. These land uses provide a transition area between lower density residential and commercial development. This district is designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity service facilities. Permitted uses within the R-5 district include single-family residential, multiple-family residential, professional offices, medical offices, child care centers, adult congregate living facilities, and community residential homes. There are several non-permitted but conditional land uses within this classification but they require a public hearing and approval by the Escambia County Board of Adjustment. This zoning district also contains a number of restrictions such as minimum front building setback (20 feet), rear (15 feet) and side yard areas, a maximum building height requirement of 120 feet, a maximum lot coverage ratio, and a maximum building density for residential uses of 20 dwelling units per acre. This equates to a maximum of 51 units for the subject parcel.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the possible purchase of the property at a yet undetermined amount.

HIGHEST AND BEST USE:

Highest and best use as if vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, professional offices, medical offices, child care centers, adult congregate living facilities, and community residential homes. The potential for a zoning change appears to be unlikely. A legally permissible use that is also physically possible would be a residential use. Such a use (as single-family or multiple-family residential) is considered to be financially feasible based upon the size and physical characteristics, the zoning, the neighborhood conditions, and the location of the subject parcel. Thus, the maximally productive and highest and best use of the subject site as though it were vacant would be a single-family or multiple-family residential use.

However, based upon current market conditions, it is concluded that a near-term hold until such time that demand within the local market increases to justify development of the parcel with these uses is reasonable. It is anticipated that such uses will become financially feasible after this interim period based upon the size and physical characteristics, the zoning of the subject parcel, and the subject neighborhood conditions. Thus, the maximally productive and highest and best use of the subject site as if vacant is a near-term hold with eventual single-family or multiple-family residential use. As previously mentioned, the structures located on the subject property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

SUMMARY OF LAND VALUATION ANALYSIS:

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A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below.

RECORE <u>NO.</u>	LOCATION	DATE OF <u>SALE</u>	SALE <u>PRICE</u>	ACRES	PRICE/ <u>ACRE</u>
333073	7000 Community Drive	08/18/10	\$10,000	1.7	\$5,882.35
369099	6947 Cornelius Lane	07/31/09	\$25,000	2.95	\$8,474.58
379148	501 Pinebrook Circle	03/19/10	\$24,000	2.67	\$8,988.76
361813	Kersey Road	10/20/09	\$46,000	4.86	\$9,465.02

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 1.7 to 4.86 acres, which is reflective of the size of the subject. All are suitable for a residential type of use. Each is located in the subject area. These comparables range in price from \$10,000 to \$46,000, which equates to a unit price of \$5,882 to \$9,465 per acre. However, all but one of these comparables reflect the upper end of this indicated unit price range.

After necessary price adjustments are made for such dissimilarities as market conditions (time), location, size, shape, access, topography, utilities availability, and zoning unit/density, when compared to the subject, a unit value of \$6,917 to \$8,992 per acre results for the subject. Based upon this comparison analysis, a value towards the middle to upper end of the adjusted price range is concluded to be appropriate for the subject. Therefore, a value of \$8,250 per acre, or \$21,000, is estimated for the subject as if vacant, as shown below. A summary of the price adjustments is presented on the following page of this section of this appraisal report.

2.55 ACRES	x	\$8,250/ACRE	=	\$21,038
		ROUNDED:		<u>\$21,000</u>

The above total land value estimate is well within the total sales price range of \$10,000 to \$46,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

As previously mentioned, the structures that are located on the subject property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

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SUMMARY OF LAND SALES ADJUSTMENTS

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	333073	369099	379148	361813
Total Sales Price	\$10,000	\$25,000	\$24,000	\$46,000
Land Size (Acres)	1.7	2.95	2.67	4.86
Price Per Acre	\$5,882.35	\$8,474.58	\$8,988.76	\$9,465.02
Price Adjustments				
Property Rights Conveyed				
Conditions of Sale				
Market Conditions (Time)	-2%	-2%	-4%	-5%
Cumulative Adjustments				
for Above Conditions	-2%	-2%	-4%	-5%
Adjusted Price Per Acre				
for Above Conditions	\$5,764.71	\$8,305.08	\$8,629.21	\$8,991.77
Other Price Adjustments				
Location	-5%	-10%	-20%	-10%
Size of Land				10%
Shape of Parcel				
Access/Road Frontage	15%	10%	5%	10%
Topography				
Easements/Developability				
Sewer Availability				• -
Zoning/Allowable Density	10%		15%	-10%
Other Features				- +
Cumulative Adjustments	20%	0%	0%	0%
Adjusted Price Per Acre	\$6,917.65	\$8,305.08	\$8,629.21	\$8,991.77

RECONCILIATION AND VALUE CONCLUSION:

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For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, as of January 4, 2011, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$21,000. As mentioned, this appraisal was prepared for the exclusive use of Escambia County Public Works Bureau.

The property sales indicated that the exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been approximately 9 to 15 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is concluded to be approximately 9 to 15 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a plot plan, an aerial photograph, a legal description, a comparable location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

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This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

- 1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

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- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 15. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
- 16. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
- 17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **Escambia County Public Works Bureau** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.

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- 21. The appraiser certifies that he has no debt relationship with Escambia County Public Works Bureau.
- 22. This valuation is contingent upon the assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
- 23. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to reveal the subject property to be basically the same as described in this appraisal report.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

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- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- The appraiser has neither prepared any appraisal nor performed any other real estate services involving the subject property of this assignment in the three years preceding the effective date of this valuation. The appraiser concludes that he has no conflicts of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute. Furthermore, this appraisal report is invalid unless all signature pages have a blue-ink signature and an embossed seal of the appraiser.

Charles C. Sherrill, Jr., MAI State Certified General Appraiser #RZ0001665

PHOTOGRAPHS OF SUBJECT PROPERTY

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Front View of Subject Property

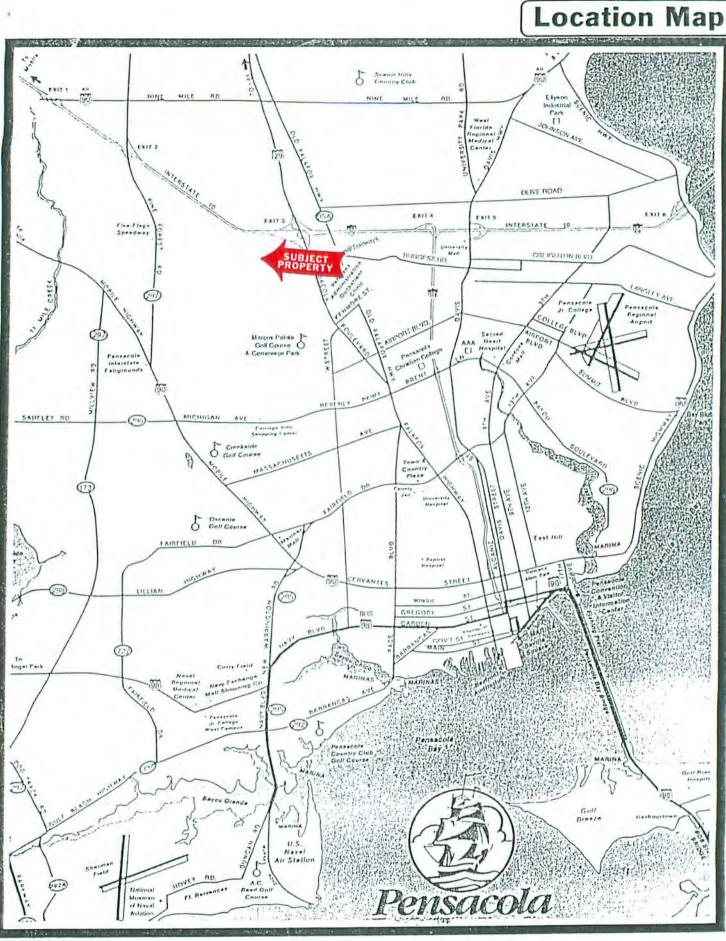


Interior View of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY

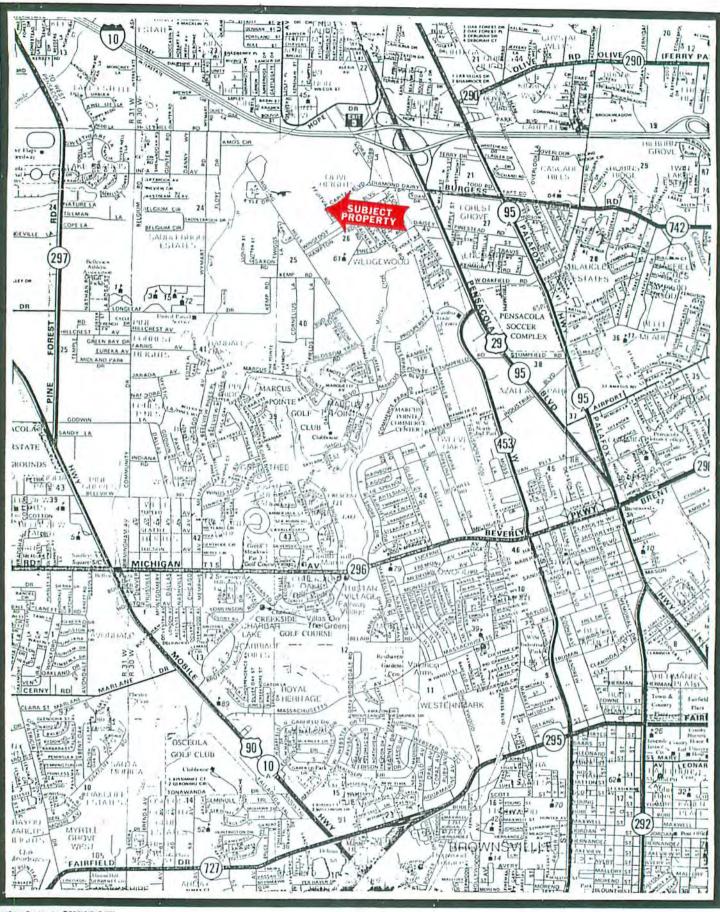


Subject Street Scene From Fruitdale Street



Real Estate Graphics, Inc. OCOPYRIGHT 1978

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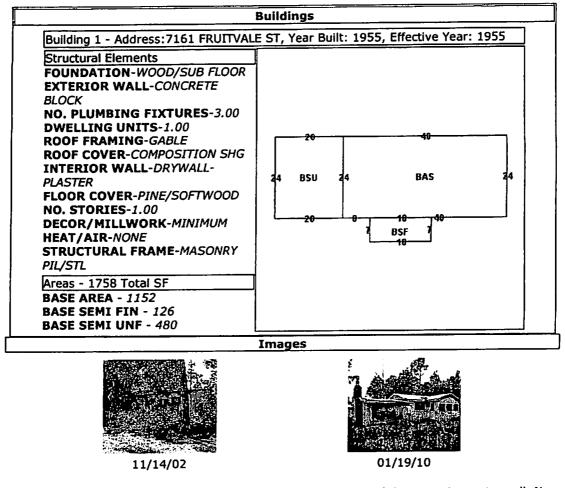


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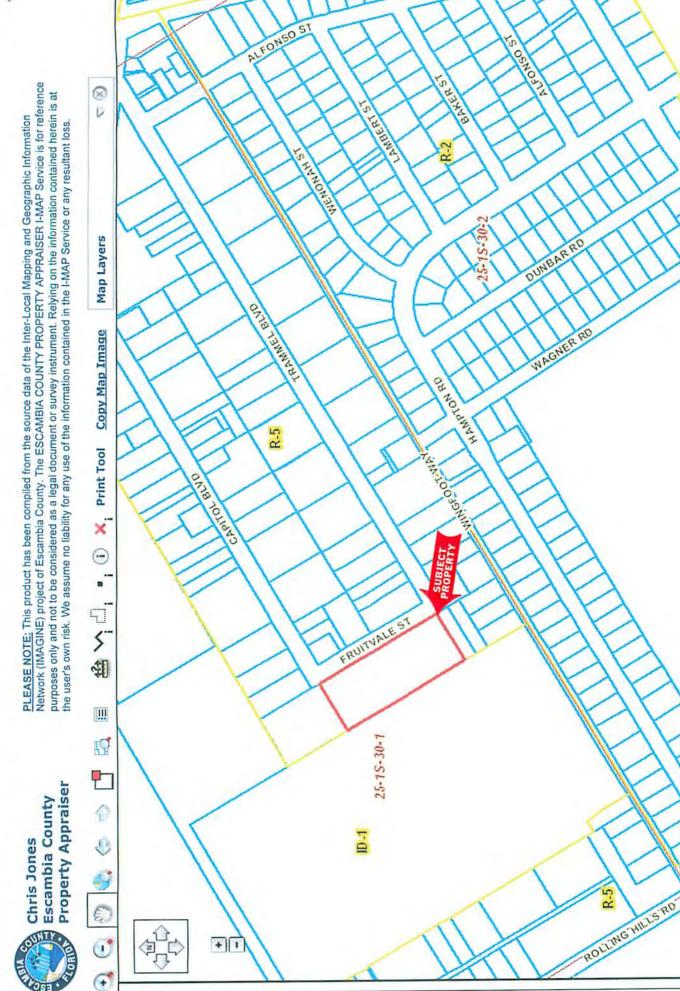
Source: Esc	<u>Back</u> cambia County Property Appraiser	Restore Full Page Version	
General Infor		2010 Certified Roll Assessment	
Reference:	2615302101000019	Improvements:	\$1
Account:	030932000	Land: \$24,2	225
Owners:	BARKER LEO		
Mail:	C/O LURETHEA LEVERETTE	Total: \$24,2	226
	3001 N 14TH AVE PENSACOLA, FL 32503	Save Our Homes:	\$0
Situs:	7161 FRUITVALE ST 32505	Disclaimer	
Use Code:	MULTI-FAMILY <=9	Amendment 1 Calculation	5
Taxing Authority:	COUNTY MSTU	Amendment I Calculation	3
Tax Inquiry:			
Tax Inquiry li Escambia Cou	nk courtesy of Janet Holley, Inty Tax Collector		
Sales Data		2010 Certified Roll Exemptions	
	Official Records	DISABILITY, WIDOWER	
	ook Page Value Type (New Window)	Legal Description	
None		LOTS 19 20 DB 362 P 412 OLIVE	
Official Record Escambia Cou	ds Inquiry courtesy of Ernie Lee Magaha, Inty Clerk of the Court	HTS PB 2 P 69	
		Extra Features	
		BLOCK/BRICK BUILDING	
Information Section Map Id: 25-1S-30-1 Approx.	2101-18	11.23	
Acreage: 2.5500 Zoned: <u>R-5</u>		-AUTINALE ST 128 - 2101-346 - 2101-346	
	4200		`
		2101.3.21 210 - 1.21 8 201.1.21	F



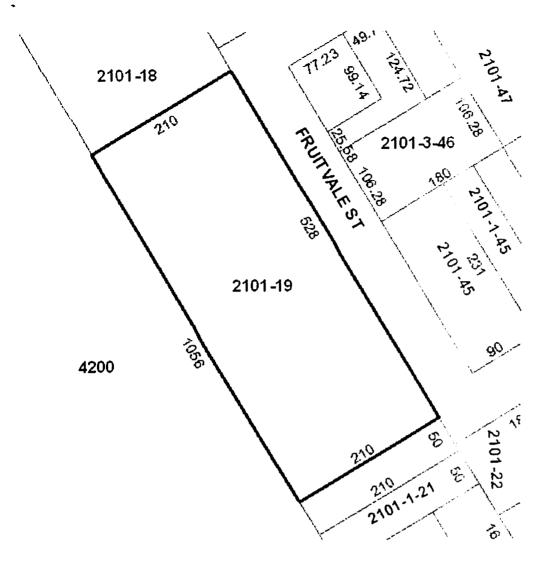
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

ECPAMAP(26-1S-30-2101-000-019)





1/4/2011



ECPAMAP(26-1S-30-2101-000-019)

Escambia County

Chris Jones



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IIMAGINE) 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.



Escambia County Tax Collector

Tax Record

Last Update: 1/4/2011 3:29:34 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

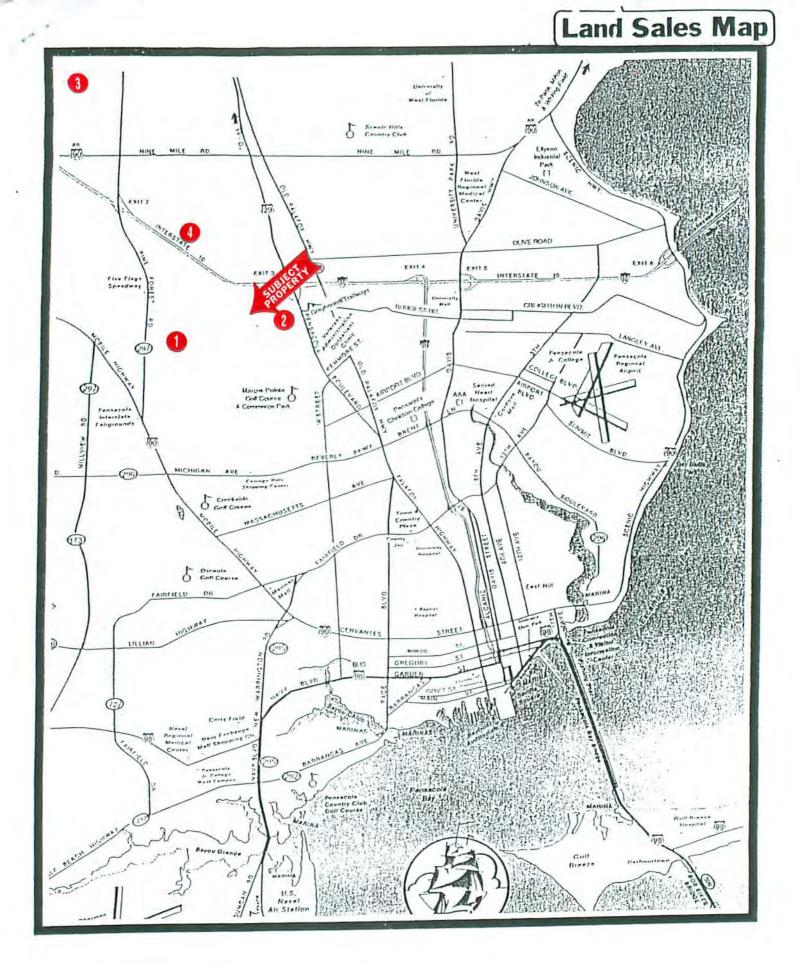
The information contained herein does not constitute a title search and should not be relied on as such.

Account	Number		Tax Ty	/pe	Tax	Year
03-093	32-000		REAL ESTATE 2			
Mailing Addres BARKER LEO				• Address		
C/O LURETHEA LEVERETTE 3001 N 14TH AVE GEO Number PENSACOLA FL 32503 261S30-2101-000-		-	9			
Exempt	Amount		Taxable			
See E	lelow	<u> </u>	Sae Below			
Exemption Deta D1 500		Millage 06	3 Code	E	scrow Code	Ð
R1 500						
Legal Descript	ion (click for 0-019 7161 FRU	<u>full</u> d	lescriptic	<u>)</u> <u>6</u> 20 DB 34	2 B /12 O	TTVE
261830-2101-00 HTS PB 2 P 69	00-019 /161 FRU.	TTVALE	ST LOIS I	.9 20 08 30	<i>n.</i> P 412 0	
	A	Ad Valor	em Taxes			
Taxing Authority	Rat	te j	Assessed I Value	Exemption Amount	Taxable Value	
COUNTY	6.9	755	24,226		\$23,026	\$162.01
PUBLIC SCHOOLS						
By Local Board	2.23		24,226	1,000	\$23,226	\$51.77
By State Law	5.6		24,226		\$23,220	\$130.79
SHERIFF	0.60	850	24,226	1,000	\$23,226	\$15.91
ATER MANAGEMENT	0.04	450	24,026	1,090	\$23,220	\$1.05
Total N	fillage 15	.5655	Tot	al Taxes		\$361.53
	Non-Ad	l Valorer	n Assessm	ents		
-	ing Authority					Amount \$9,94
NFP FIRE	CALL 595-4960	0)				23.34
		_				\$9.94
				Assessment		\$371.47
				Assessmen		mount Due
			If Paid	Dy	A	nount Due
						\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
12/17/2010	PAYMENT	9841523.0001	2010	\$360.33

Prior Years Payment History

	Prior Year Taxes Due	
NO DELINQUENT TAXES		



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APPRAISER'S QUALIFICATIONS

NAME:	Charles C. Sherrill, Jr., MAI
TITLE:	Vice President
OFFICE ADDRESS:	Sherrill Appraisal Company 410 East Government Street Post Office Box 1671 Pensacola, Florida 32591-1671
EDUCATION:	Bachelor of Arts Degree in Economics, Washington & Lee University, Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

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Eminent Domain and Condemnation (2009) Uniform Standards of Professional Appraisal Practice (2006/2009) Business Practices and Ethics (2006/2009) Analyzing Operating Expenses (2001/2008) Appraising from Blueprints and Specifications (2008) Feasibility, Market Value, and Investment Timing (2005) Analyzing Distressed Real Estate (2004) Hotel/Motel Valuation (2004) Effective Appraisal Report Writing (2003) FHA Homebuyer Protection Plan and The Appraisal Process (1999) Standards of Professional Practice - Part C (1998) Standards of Professional Practice - Part A (1987/1995/1997) Fair Lending and the Appraiser (1996) Appraisal of Retail Properties (1995) Standards of Professional Practice - Part B (1987/1994) Understanding Limited Appraisals and General Reporting Options - General (1994) Accrued Depreciation (1994) Depreciation Analysis (1993) Rates, Ratios, and Reasonableness (1992) Comprehensive Appraisal Workshop (1991) Real Estate Risk Analysis (1987)

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification Florida Appraiser Supervisor/Trainee Rules (2008/2010) Income Capitalization Approach (2007) Neighborhood Analysis (2006/2010) Communicating The Appraisal (2006/2010) Appraisal Principles (2006/2010) Sales Comparison Approach (2006/2010) Real Estate, Mortgages, and Law (2006) Florida Appraisal Laws and Regulations (2004/2005/2008/2010) Appraiser Liability (2002) Appraising the Appraiser (2000) USPAP/Law Update (1992/1994/1996/1997/1999/2001/2002/2004/2005/2010)

EXPERIENCE:

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Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness multiple times in the Circuit Courts of Escambia and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present) Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present) Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996) Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute Awarded the MAI designation by the Appraisal Institute in 1991 Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996) Member, Escambia County Value Adjustment Board (2008 – Present) Member, Pensacola Association of Realtors Member, Florida Association of Realtors Member, National Association of Realtors Member, Branch Banking and Trust Company Local Advisory Board of Directors

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient Past Trustee, Pensacola Historical Society Foundation Member and Past Executive Committee Member, Pensacola Junior College Board of Governors Board Director and Executive Committee Member, Pensacola Sports Association Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors Member and Past Board Director & Executive Committee Member, Pensacola YMCA Graduate, Leadership Pensacola (Class of 1999) Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors Past President, Booker T. Washington High School Baseball Booster Club Board of Directors Member, Pensacola Area Chamber of Commerce Past Member, Sertoma Club of Pensacola

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

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Mortgage Loan Purposes

Aegon Realty Advisors Company American Bank & Trust **Associates Financial Services** Bank of America **BBVA** Compass **Beach Community Bank** Branch Banking & Trust (BB&T) Canadian Imperial Bank of Commerce Chase Manhattan Mortgage Corp. Coastal Bank and Trust Colonial Bank of Alabama Cumberland Bank (Kentucky) Dollar Bank First American Bank First City Bank of Fort Walton Beach First Coast Community Bank First National Bank of Commerce (Louisiana) First National Bank of Florida First Union National Bank Gulf Coast Community Bank GulfSouth Private Bank

Hancock Bank Liberty Bank Metric Realty Metropolitan Life Insurance Company National Bank of Commerce (Alabama) Navy Federal Credit Union Pen Air Federal Credit Union Pensacola Government Credit Union People's First Community Bank Premier Bank (Louisiana) **RBC** Bank **Regions Bank** Statewide Mortgage Company SunTrust Banks, Inc. Travellers Realty Investment Company Tyndall Federal Credit Union United Bank (Alabama) Vanguard Bank & Trust Company Whitney National Bank Wachovia Corporation

Market Value Purposes

Aetna Realty Advisors Bank of Boston Bank South N. A. Baptist Health Care Corp. Barnett Banks, Inc. Barnett Bank Trust Company N. A. Catholic Church Diocese Chicago Title Company Citicorp Real Estate City of Fort Walton Beach **City of Milton** City of Pensacola **Dusco Property Management Episcopal Church Diocese** Escambia County, Florida Escambia County Employees' Credit Union Escambia County Utilities Authority Fairfield Communities. Inc. Federal Aviation Administration Federal Deposit Insurance Corporation First Alabama Bank First National Bank of Georgia Fisher Brown Insurance Company (Cost Analysis) Ford Motor Company

Florida Department of Transportation Gulf American SBL, Inc. Lakeview Center Lasalle Realty Advisors PHH Relocation and Real Estate Pensacola Area Chamber of Commerce Pensacola Historical Society Pensacola Junior College Pensacola Preservation Board (State of Florida) Port of Pensacola Presbytery of Florida Recoll Management Corporation Insurance Co. Sacred Heart Hospital Saltmarsh, Cleaveland & Gund Southern Company SouthTrust Bank of Alabama, N.A. Various Estates, Attorney's, Accountants, Insurance Companies, Churches, & Property Owners Waterfront Rescue Mission Wachovia Settlement Services, LLC WSRE Television

N211-0004

SUMMARY APPRAISAL REPORT

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OF A

NON-RESIDENTIAL PROPERTY

LOCATED AT

7161 FRUITVALE STREET PENSACOLA, ESCAMBIA COUNTY, FLORIDA

EXCLUSIVELY FOR

ESCAMBIA COUNTY PUBLIC WORKS BUREAU

AS OF

JANUARY 4, 2011

BY

CHARLES C. SHERRILL, JR., MAI STATE CERTIFIED GENERAL APPRAISER #RZ0001665

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

SUMMARY APPRAISAL REPORT

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This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

The subject property consists of a land parcel which is located at 7161 Fruitvale Street in Pensacola, Florida. As discussed in this appraisal report, the vacant structures that are located on the property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

CLIENT:	Escambia County Public Works Bureau Attention: Mr. Larry Goodwin Real Estate Acquisition Supervisor 3363 West Park Place Pensacola, FL 32505
APPRAISER:	Charles C. Sherrill, Jr., MAI State Certified General Appraiser #RZ0001665 Sherrill Appraisal Company P.O. Box 1671 Pensacola, FL 32591
APPRAISAL FILE NUMBER:	N211-0004
PROPERTY LOCATION:	7161 Fruitvale Street, Pensacola, Escambia County, Florida
PROPERTY TYPE/CURRENT USE:	Non-Residential Land Parcel
REPORTED PROPERTY OWNER:	Leo Barker
TAX ACCOUNT NUMBER:	03-0932-000
PARCEL IDENTIFICATION NO.:	26-1S-30-2101-000-019
CURRENT PROPERTY TAX ASSESSMENT:	\$24,226; There are apparently no delinquent property taxes as the 2010 tax bill has been paid.

LEGAL DESCRIPTION: A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: R-5; Urban Residential/Limited Office

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- **INTENDED USE OF REPORT:** For the sole purpose of assisting the client, Escambia County Public Works Bureau, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.
- **INTEREST VALUED:** Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION:	January 4, 20	11		
EFFECTIVE DATE OF VALUE:	January 4, 20	11		
DATE OF APPRAISAL REPORT:	January 19, 2	011		
FINAL ESTIMATE OF VALUE:	\$21,000		attached d limiting c	

SCOPE OF THE WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, reviewed an aerial photograph depicting the subject parcel, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation has been retained in the appraiser's file. This Summary Appraisal Report is intended to comply with the reporting requirements set for under Standards Rule 2-2(b) of the Uniformed Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

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Location Description: Pensacola is located in the western-most county (Escambia) in Florida. It has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola. Overall, the area has a diversified employment base, stable population characteristics, and abundance of recreational activities. The near-term outlook for this metropolitan area appears favorable.

Neighborhood Description: The subject property is located outside the city limits of Pensacola in a mixed residential and commercial area. Land uses in the general area include retail establishments, offices, service stations, convenience stores, strip shopping centers, restaurants, banks, automobile service garages, apartments, residences, mobile homes, warehouses, pawn shops, auto sales lots, mini-warehouses, churches, motels, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

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Summary of Local Real Estate Market: After a number of years of steady growth in the local real estate market, the health of the market has weakened in recent years. Demand for residential and commercial space has declined sharply in the local market due to weakened economic conditions in the past few years, resulting in an oversupply of inventory. The net result of this market weakness has been an increase in vacancy rates, a decline in rental rates and values, and an increase in property foreclosures. Accordingly, downward price adjustments have been made for market conditions/time in the valuation section of this appraisal report.

Property Description: The subject property is located on Fruitvale Street at its intersections with Capitol and Trammel Boulevards. This interior parcel is rectangular in shape. The site has 528 feet of frontage on the west side of Fruitvale Street and a depth of 210 feet. Based upon these dimensions, the property contains 110,880 square feet. These equate by calculation to a land area of 2.55 acres.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is not available to the subject. The overall public utilities that are available to the site are considered to be adequate. Access to the property is concluded to be adequate. It appears that the parcel is not located within a designated flood area.

As previously mentioned, the parcel is improved with vacant structures. However, these structures are concluded to be in poor physical condition, and are considered to not contribute materially to the overall marketability and value of the subject property.

The subject property is zoned R-5; Urban Residential/Limited Office under the zoning ordinances of Escambia County. This zoning district is intended to provide for high density urban residential uses and compatible professional office development. These land uses provide a transition area between lower density residential and commercial development. This district is designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity service facilities. Permitted uses within the R-5 district include single-family residential, multiple-family residential, professional offices, medical offices, child care centers, adult congregate living facilities, and community residential homes. There are several non-permitted but conditional land uses within this classification but they require a public hearing and approval by the Escambia County Board of Adjustment. This zoning district also contains a number of restrictions such as minimum front building setback (20 feet), rear (15 feet) and side yard areas, a maximum building height requirement of 120 feet, a maximum lot coverage ratio, and a maximum building density for residential uses of 20 dwelling units per acre. This equates to a maximum of 51 units for the subject parcel.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the possible purchase of the property at a yet undetermined amount.

HIGHEST AND BEST USE:

Highest and best use as if vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, professional offices, medical offices, child care centers, adult congregate living facilities, and community residential homes. The potential for a zoning change appears to be unlikely. A legally permissible use that is also physically possible would be a residential use. Such a use (as single-family or multiple-family residential) is considered to be financially feasible based upon the size and physical characteristics, the zoning, the neighborhood conditions, and the location of the subject parcel. Thus, the maximally productive and highest and best use of the subject site as though it were vacant would be a single-family or multiple-family residential use.

However, based upon current market conditions, it is concluded that a near-term hold until such time that demand within the local market increases to justify development of the parcel with these uses is reasonable. It is anticipated that such uses will become financially feasible after this interim period based upon the size and physical characteristics, the zoning of the subject parcel, and the subject neighborhood conditions. Thus, the maximally productive and highest and best use of the subject site as if vacant is a near-term hold with eventual single-family or multiple-family residential use. As previously mentioned, the structures located on the subject property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

SUMMARY OF LAND VALUATION ANALYSIS:

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A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below.

RECORE <u>NO.</u>	LOCATION	DATE OF <u>SALE</u>	SALE <u>PRICE</u>	ACRES	PRICE/ <u>ACRE</u>
333073	7000 Community Drive	08/18/10	\$10,000	1.7	\$5,882.35
369099	6947 Cornelius Lane	07/31/09	\$25,000	2.95	\$8,474.58
379148	501 Pinebrook Circle	03/19/10	\$24,000	2.67	\$8,988.76
361813	Kersey Road	10/20/09	\$46,000	4.86	\$9,465.02

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 1.7 to 4.86 acres, which is reflective of the size of the subject. All are suitable for a residential type of use. Each is located in the subject area. These comparables range in price from \$10,000 to \$46,000, which equates to a unit price of \$5,882 to \$9,465 per acre. However, all but one of these comparables reflect the upper end of this indicated unit price range.

After necessary price adjustments are made for such dissimilarities as market conditions (time), location, size, shape, access, topography, utilities availability, and zoning unit/density, when compared to the subject, a unit value of \$6,917 to \$8,992 per acre results for the subject. Based upon this comparison analysis, a value towards the middle to upper end of the adjusted price range is concluded to be appropriate for the subject. Therefore, a value of \$8,250 per acre, or \$21,000, is estimated for the subject as if vacant, as shown below. A summary of the price adjustments is presented on the following page of this section of this appraisal report.

2.55 ACRES	x	\$8,250/ACRE	=	\$21,038
		ROUNDED:		<u>\$21,000</u>

The above total land value estimate is well within the total sales price range of \$10,000 to \$46,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

As previously mentioned, the structures that are located on the subject property are concluded to be in poor physical condition and are considered to not contribute materially to the overall marketability and value of the subject property.

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SUMMARY OF LAND SALES ADJUSTMENTS

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	333073	369099	379148	361813
Total Sales Price	\$10,000	\$25,000	\$24,000	\$46,000
Land Size (Acres)	1.7	2.95	2.67	4.86
Price Per Acre	\$5,882.35	\$8,474.58	\$8,988.76	\$9,465.02
Price Adjustments				
Property Rights Conveyed				
Conditions of Sale				
Market Conditions (Time)	2%	-2%	-4%	-5%
Cumulative Adjustments				
for Above Conditions	-2%	-2%	-4%	-5%
Adjusted Price Per Acre				
for Above Conditions	\$5,764.71	\$8,305.08	\$8,629.21	\$8,991.77
Other Price Adjustments				
Location	-5%	-10%	-20%	-10%
Size of Land				10%
Shape of Parcel				
Access/Road Frontage	15%	10%	5%	10%
Topography				
Easements/Developability				
Sewer Availability				• -
Zoning/Allowable Density	10%		15%	-10%
Other Features				- +
Cumulative Adjustments	20%	0%	0%	0%
Adjusted Price Per Acre	\$6,917.65	\$8,305.08	\$8,629.21	\$8,991.77

RECONCILIATION AND VALUE CONCLUSION:

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For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, as of January 4, 2011, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$21,000. As mentioned, this appraisal was prepared for the exclusive use of Escambia County Public Works Bureau.

The property sales indicated that the exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been approximately 9 to 15 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is concluded to be approximately 9 to 15 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a plot plan, an aerial photograph, a legal description, a comparable location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

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This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

- 1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
- 10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

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- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 15. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
- 16. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
- 17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **Escambia County Public Works Bureau** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- 19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.

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- 21. The appraiser certifies that he has no debt relationship with Escambia County Public Works Bureau.
- 22. This valuation is contingent upon the assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
- 23. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to reveal the subject property to be basically the same as described in this appraisal report.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

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- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- The appraiser has neither prepared any appraisal nor performed any other real estate services involving the subject property of this assignment in the three years preceding the effective date of this valuation. The appraiser concludes that he has no conflicts of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute. Furthermore, this appraisal report is invalid unless all signature pages have a blue-ink signature and an embossed seal of the appraiser.

Charles C. Sherrill, Jr., MAI State Certified General Appraiser #RZ0001665

PHOTOGRAPHS OF SUBJECT PROPERTY

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Front View of Subject Property

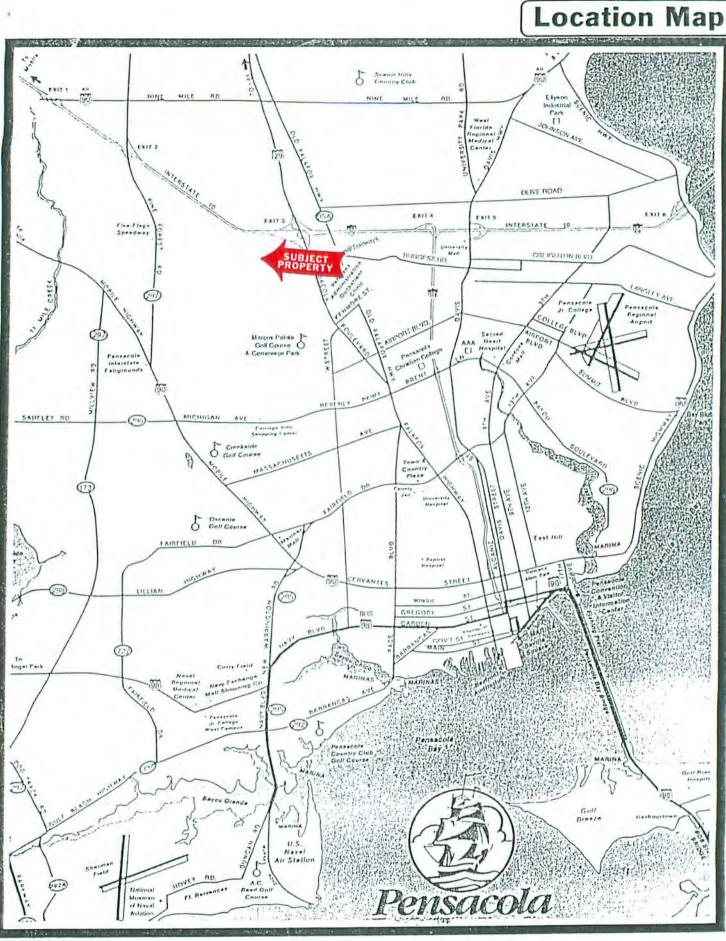


Interior View of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY

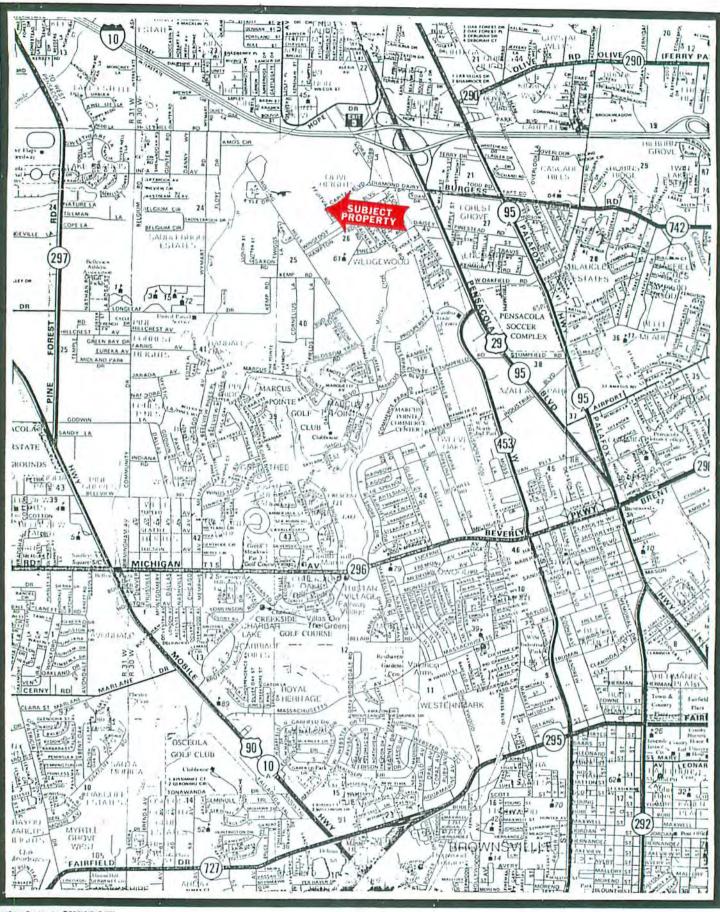


Subject Street Scene From Fruitdale Street



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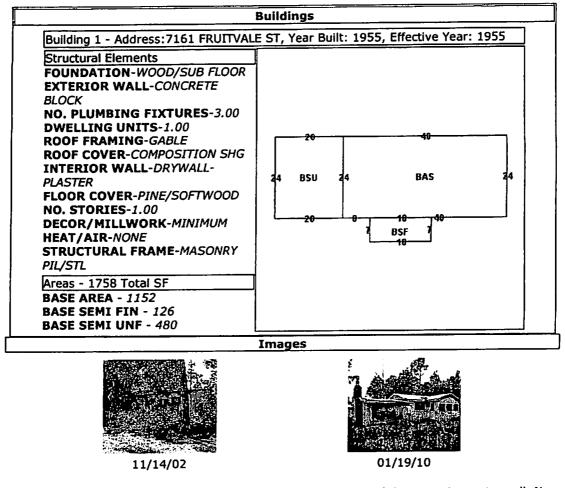


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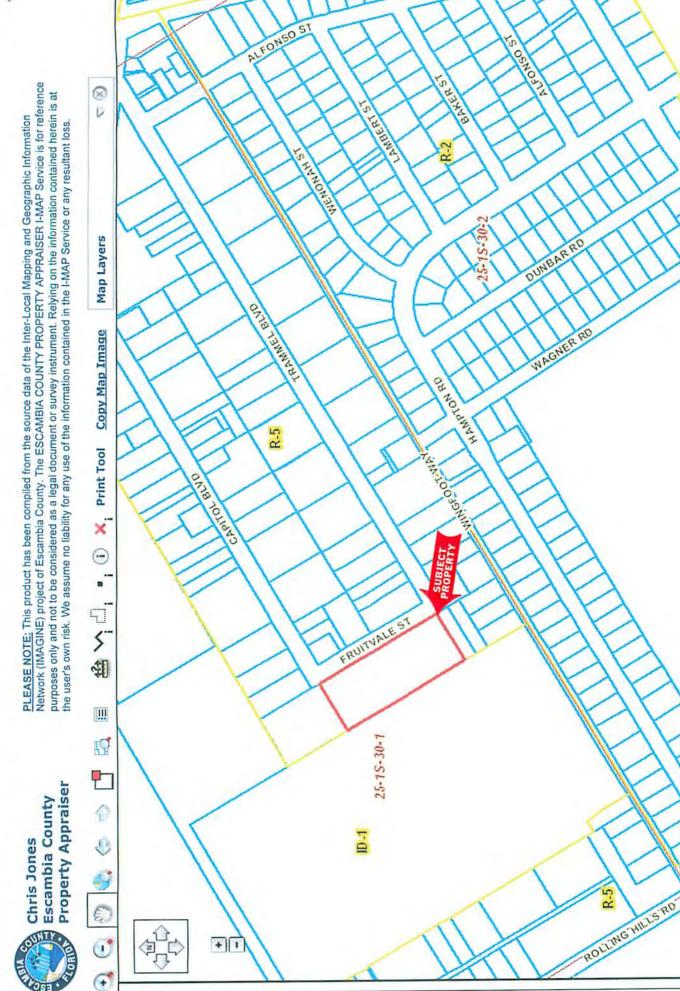
Source: Esc	<u>Back</u> cambia County Property Appraiser	Restore Full Page Version	
General Infor		2010 Certified Roll Assessment	
Reference:	2615302101000019	Improvements:	\$1
Account:	030932000	Land: \$24,2	225
Owners:	BARKER LEO		
Mail:	C/O LURETHEA LEVERETTE	Total: \$24,2	226
	3001 N 14TH AVE PENSACOLA, FL 32503	Save Our Homes:	\$0
Situs:	7161 FRUITVALE ST 32505	Disclaimer	
Use Code:	MULTI-FAMILY <=9	Amendment 1 Calculation	5
Taxing Authority:	COUNTY MSTU	Amendment I Calculation	3
Tax Inquiry:			
Tax Inquiry li Escambia Cou	nk courtesy of Janet Holley, Inty Tax Collector		
Sales Data		2010 Certified Roll Exemptions	
	Official Records	DISABILITY, WIDOWER	
	ook Page Value Type (New Window)	Legal Description	
None		LOTS 19 20 DB 362 P 412 OLIVE	
Official Record Escambia Cou	ds Inquiry courtesy of Ernie Lee Magaha, Inty Clerk of the Court	HTS PB 2 P 69	
		Extra Features	
		BLOCK/BRICK BUILDING	
Information Section Map Id: 25-1S-30-1 Approx.	2101-18	11.23	
Acreage: 2.5500 Zoned: <u>R-5</u>		- AU II VALE 51 - 128 - 128 - 2101-346 - 2101-346 - 2101-346 - 2101-346 - 2101-346	
	4200		`
		2101.3.21 210 - 1.21 8 201.1.21	F



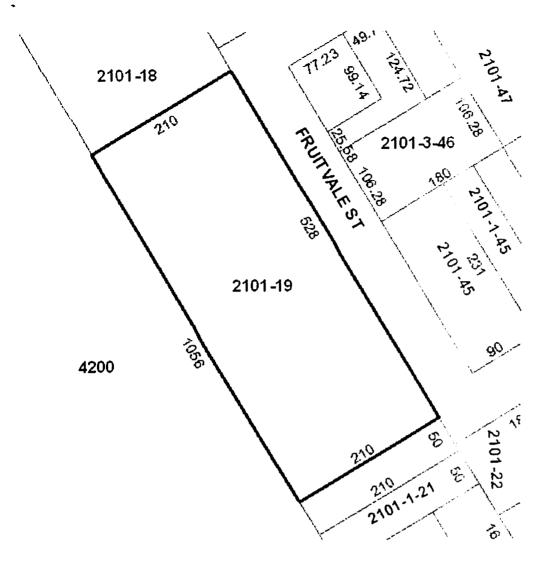
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

ECPAMAP(26-1S-30-2101-000-019)





1/4/2011



ECPAMAP(26-1S-30-2101-000-019)

Escambia County

Chris Jones



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IIMAGINE) 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.



Escambia County Tax Collector

Tax Record

Last Update: 1/4/2011 3:29:34 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

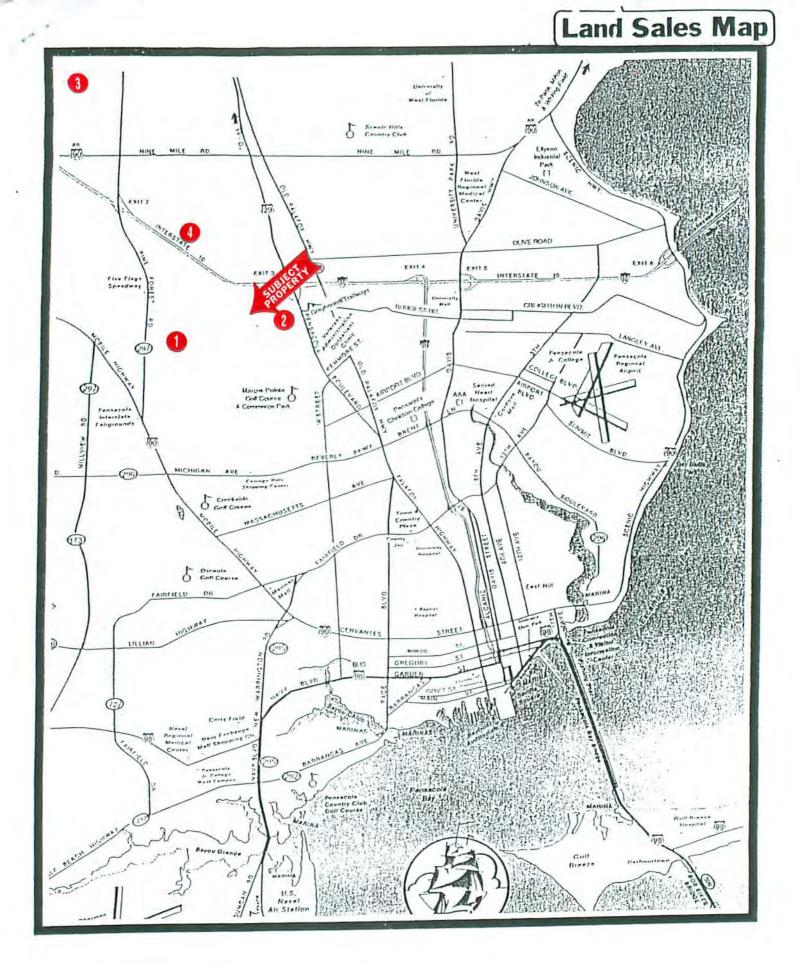
The information contained herein does not constitute a title search and should not be relied on as such.

Account	Number		Tax Ty	ре	Tax	Year
03-093	32-000		REAL ESTATE 2			
Mailing Addres BARKER LEO				• Address		
C/O LURETHEA LEVERETTE 3001 N 14TH AVE GEO Number PENSACOLA FL 32503 261S30-2101-000-		-	9			
						<u> </u>
Exempt	Amount		Taxable			
See E	lelow	<u> </u>	Sae Below			
Exemption Deta D1 500		Millage 06	3 Code	E	scrow Code	Ð
R1 500						
Legal Descript	ion (click for 0-019 7161 FRU	<u>full</u> d	lescriptic	<u>)</u> <u>6</u> 20 DB 34	2 B /12 O	TTVE
261830-2101-00 HTS PB 2 P 69	00-019 /161 FRU.	TTVALE	ST LOIS I	.9 20 08 30	<i>n.</i> P 412 0	
	A	Ad Valor	em Taxes			
Taxing Authority	Rat	te j	Assessed I Value	Exemption Amount	Taxable Value	
COUNTY	6.9	755	24,226		\$23,026	\$162.01
PUBLIC SCHOOLS						
By Local Board	2.23		24,226	1,000	\$23,226	\$51.77
By State Law	5.6		24,226		\$23,220	\$130.79
SHERIFF	0.60	850	24,226	1,000	\$23,226	\$15.91
ATER MANAGEMENT	0.04	450	24,026	1,090	\$23,220	\$1.05
Total N	fillage 15	.5655	Tot	al Taxes		\$361.53
	Non-Ad	l Valorer	n Assessm	ents		
-	ing Authority					Amount \$9,94
NFP FIRE	CALL 595-4960	0)				23.34
		_				\$9.94
				Assessment		\$371.47
				Assessmen		mount Due
			If Paid	Dy	A	nount Due
						\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
12/17/2010	PAYMENT	9841523.0001	2010	\$360.33

Prior Years Payment History

	Prior Year Taxes Due	
NO DELINQUENT TAXES		



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APPRAISER'S QUALIFICATIONS

NAME:	Charles C. Sherrill, Jr., MAI
TITLE:	Vice President
OFFICE ADDRESS:	Sherrill Appraisal Company 410 East Government Street Post Office Box 1671 Pensacola, Florida 32591-1671
EDUCATION:	Bachelor of Arts Degree in Economics, Washington & Lee University, Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

, "

Eminent Domain and Condemnation (2009) Uniform Standards of Professional Appraisal Practice (2006/2009) Business Practices and Ethics (2006/2009) Analyzing Operating Expenses (2001/2008) Appraising from Blueprints and Specifications (2008) Feasibility, Market Value, and Investment Timing (2005) Analyzing Distressed Real Estate (2004) Hotel/Motel Valuation (2004) Effective Appraisal Report Writing (2003) FHA Homebuyer Protection Plan and The Appraisal Process (1999) Standards of Professional Practice - Part C (1998) Standards of Professional Practice - Part A (1987/1995/1997) Fair Lending and the Appraiser (1996) Appraisal of Retail Properties (1995) Standards of Professional Practice - Part B (1987/1994) Understanding Limited Appraisals and General Reporting Options - General (1994) Accrued Depreciation (1994) Depreciation Analysis (1993) Rates, Ratios, and Reasonableness (1992) Comprehensive Appraisal Workshop (1991) Real Estate Risk Analysis (1987)

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification Florida Appraiser Supervisor/Trainee Rules (2008/2010) Income Capitalization Approach (2007) Neighborhood Analysis (2006/2010) Communicating The Appraisal (2006/2010) Appraisal Principles (2006/2010) Sales Comparison Approach (2006/2010) Real Estate, Mortgages, and Law (2006) Florida Appraisal Laws and Regulations (2004/2005/2008/2010) Appraiser Liability (2002) Appraising the Appraiser (2000) USPAP/Law Update (1992/1994/1996/1997/1999/2001/2002/2004/2005/2010)

EXPERIENCE:

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Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness multiple times in the Circuit Courts of Escambia and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present) Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present) Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996) Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute Awarded the MAI designation by the Appraisal Institute in 1991 Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996) Member, Escambia County Value Adjustment Board (2008 – Present) Member, Pensacola Association of Realtors Member, Florida Association of Realtors Member, National Association of Realtors Member, Branch Banking and Trust Company Local Advisory Board of Directors

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient Past Trustee, Pensacola Historical Society Foundation Member and Past Executive Committee Member, Pensacola Junior College Board of Governors Board Director and Executive Committee Member, Pensacola Sports Association Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors Member and Past Board Director & Executive Committee Member, Pensacola YMCA Graduate, Leadership Pensacola (Class of 1999) Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors Past President, Booker T. Washington High School Baseball Booster Club Board of Directors Member, Pensacola Area Chamber of Commerce Past Member, Sertoma Club of Pensacola

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

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Mortgage Loan Purposes

Aegon Realty Advisors Company American Bank & Trust **Associates Financial Services** Bank of America **BBVA** Compass **Beach Community Bank** Branch Banking & Trust (BB&T) Canadian Imperial Bank of Commerce Chase Manhattan Mortgage Corp. Coastal Bank and Trust Colonial Bank of Alabama Cumberland Bank (Kentucky) Dollar Bank First American Bank First City Bank of Fort Walton Beach First Coast Community Bank First National Bank of Commerce (Louisiana) First National Bank of Florida First Union National Bank Gulf Coast Community Bank GulfSouth Private Bank

Hancock Bank Liberty Bank Metric Realty Metropolitan Life Insurance Company National Bank of Commerce (Alabama) Navy Federal Credit Union Pen Air Federal Credit Union Pensacola Government Credit Union People's First Community Bank Premier Bank (Louisiana) **RBC** Bank **Regions Bank** Statewide Mortgage Company SunTrust Banks, Inc. Travellers Realty Investment Company Tyndall Federal Credit Union United Bank (Alabama) Vanguard Bank & Trust Company Whitney National Bank Wachovia Corporation

Market Value Purposes

Aetna Realty Advisors Bank of Boston Bank South N. A. Baptist Health Care Corp. Barnett Banks, Inc. Barnett Bank Trust Company N. A. Catholic Church Diocese Chicago Title Company Citicorp Real Estate City of Fort Walton Beach **City of Milton** City of Pensacola **Dusco Property Management Episcopal Church Diocese** Escambia County, Florida Escambia County Employees' Credit Union Escambia County Utilities Authority Fairfield Communities. Inc. Federal Aviation Administration Federal Deposit Insurance Corporation First Alabama Bank First National Bank of Georgia Fisher Brown Insurance Company (Cost Analysis) Ford Motor Company

Florida Department of Transportation Gulf American SBL, Inc. Lakeview Center Lasalle Realty Advisors PHH Relocation and Real Estate Pensacola Area Chamber of Commerce Pensacola Historical Society Pensacola Junior College Pensacola Preservation Board (State of Florida) Port of Pensacola Presbytery of Florida Recoll Management Corporation Insurance Co. Sacred Heart Hospital Saltmarsh, Cleaveland & Gund Southern Company SouthTrust Bank of Alabama, N.A. Various Estates, Attorney's, Accountants, Insurance Companies, Churches, & Property Owners Waterfront Rescue Mission Wachovia Settlement Services, LLC WSRE Television

PROPERTY ACQUISITION / CAPITOL BOULEVARD AREA DRAINAGE PROJECT





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 06/15/12 DISTRICT 3

APPROXIMATELY 2.55 ACRES LOCATED AT 7161 FRUITVALE STREET PARCEL 26-1S-30-2101-000-019 / ACCOUNT # 030932000



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2864	County Administrator's Report 12. 15.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	07/12/2012		
Issue:	Acceptance of a Parcel of Real Property Located at 210 North "S" Street from the School Board of Escambia County		
From:	Joy D. Blackmon, P.E., Department Director		
Organization:	Public Works		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning the Acceptance of a Parcel of Real Property Located at 210 North</u> <u>"S" Street from the School Board of Escambia County - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board take the following action regarding the acceptance of the donation of a parcel of real property (approximately 0.22 acres), located at 210 North "S" Street, from The School Board of Escambia County for the Maggie's Ditch Area Remediation and Stream Restoration Projects:

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the donation of a vacant parcel of real property, located at 210 North "S" Street, from The School Board of Escambia County, and to gather information and conduct inspections as needed to allow the Board's acceptance of the property;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for groundwater remediation and stream restoration for the Maggie's Ditch Projects, and the County benefits from the acquisition of this property because it will facilitate a clean and healthy environment 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 Special Warranty Deed as of the day of delivery of the Special Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

BACKGROUND:

The County owns several acres of property (approximately 9.5 acres), which encompass or abut the portion of Maggie's Ditch lying between "Q" Street and the Alabama Gulf Coast Railway and north of Navy Boulevard. A portion of this property is being utilized by the Wildlife Sanctuary of Northwest Florida.

Escambia County's Community & Environment Department has two groundwater remediation

projects in progress, on County property in this area, including the Maggie's Ditch Stream Restoration Project.

The School Board recently acquired some property from Gulf Power, of which a small parcel (approximately 0.22 acres) abuts Maggie's Ditch and the County property. Because this property is also in need of remediation, the School Board agreed to convey the parcel to the County in consideration of the remediation project; the County would include this property in the remediation project and would maintain the property in the future.

The School Board has agreed to donate the property and has executed a Special Warranty Deed for the conveyance of the property. Board approval is required to authorize staff to proceed with this acquisition and for Board's acceptance of the donated property.

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 Special Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on May 10, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes. Staff has been in contact with The School Board of Escambia County, Florida.

Attachments

<u>Special Warranty Deed</u> <u>Parcel Information</u> <u>Checklist</u> <u>Aerial View Map</u> This document prepared by: Judy Cantrell Escambia County Public Works Department 3363 W. Park Place Pensacola, FL 32505

STATE OF FLORIDA COUNTY OF ESCAMBIA

18 1 1 4

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into this 12 day of ,2012, by and between THE SCHOOL BOARD OF ESCAMBIA COUNTY, whose address is 75 North Pace Boulevard, Pensacola, FL 32505 (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 that Grantor, for and in consideration of the sum of Ten Dollars \$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee and its successors and assigns forever, the following described land situated in Escambia County, Florida:

EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference cannot operate to reimpose them; and zoning ordinance and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

> APPROVED ESCAMBIA COUNTY SCHOOL BOARD

APR 1 7 2012 MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

ATTEST:

Malcolm Thomas, Superintendent

GRANTOR:

THE SCHOOL BOARD OF ESCAMBIA COUNTY

By: **Bill Slavton**

Title Chairman

APPROVED FOR LEGAL CONTENT april 2012 AGENDA

age 1 of 3

APR - 4 2012

ESCAMBIA COUNTY SCHOOL BOARD

SBEC / Escambia County / Special Warranty Deed 210 N S St 4/17/12 GENERAL COUNSEL

ACCEPTANCE

 TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County,

 Florida on this _____ day of _____ 2012, as authorized by action of the Board of

 County Commissioners at its meeting held on _____ day of _____, 2012.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

19. 24

This document approved as to form and legal sufficiency.

By Sound Aut. County Title Muy 10 Date 20

EXHIBIT "A"

12 1 1

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All of Lots 3, 4, and 5, Block 189, West King Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

Source: Ese	cambia Coun	ity Property Ap	praiser		Restore Full Pa	age Version
General Info	rmation			2011 Certi	fied Roll Asses	sment
Reference:	000\$009060	0030189		Improven	nents:	\$0
Account:	151591500			Land:		\$12,540
Owners:	SCHOOL BO	ARD OF ESCAME	BIA COUNTY			
Mail:	75 N PACE E			Total:		\$12,540
	PENSACOLA				lamaci	\$0
Situs:	210 N S ST			<u>Save Our F</u>	<u>Homes:</u>	\$U
Use Code:	COUNTY OW	/NED			Disclaimer	
Taxing Authority:	PENSACOLA	CITY LIMITS		Amend	ment 1 Calc	ulations
Tax Inquiry	: Open Tax In	<u>iquiry Window</u>				
Tax Inquiry I	-	f Janet Holley,				
Sales Data				2011 Certi	fied Roll Exem	ptions
Sale Date 1	Book Page	Value Type	Official Records (New	EDUCATIO		
			Window)	Legal Desc	ription	
10/01/2008	6382 1173 \$0	6,050,000 WD	View Instr		BLK 189 WEST	KING
02/1989	2662 860	\$42,500 WD	View Instr	TRACT OR	6382 P 1173 (CA 125
02/1989	2662 859	\$25,000 WD	View Instr			
01/1975	983 23	\$25,000 SC	View Instr			
01/1967	345 637	\$800 WD	View Instr	Extra Feat	ures	
	ds Inquiry cou unty Clerk of	urtesy of Ernie Le the Court	ee Magaha,	None		
Parcel Information	Rest	ore Map	<u>Get Ma</u>	<u>p Image</u>	Launch Inter	active Map
Section Map Id: <u>CA125</u> Approx. Acreage: 0.2200 Zoned:			9060-60-1	89	152.5 9060.430.400	
<u>M-1</u>	NSST	-12	125 9060-30-1	189	25 9060-140-189	V

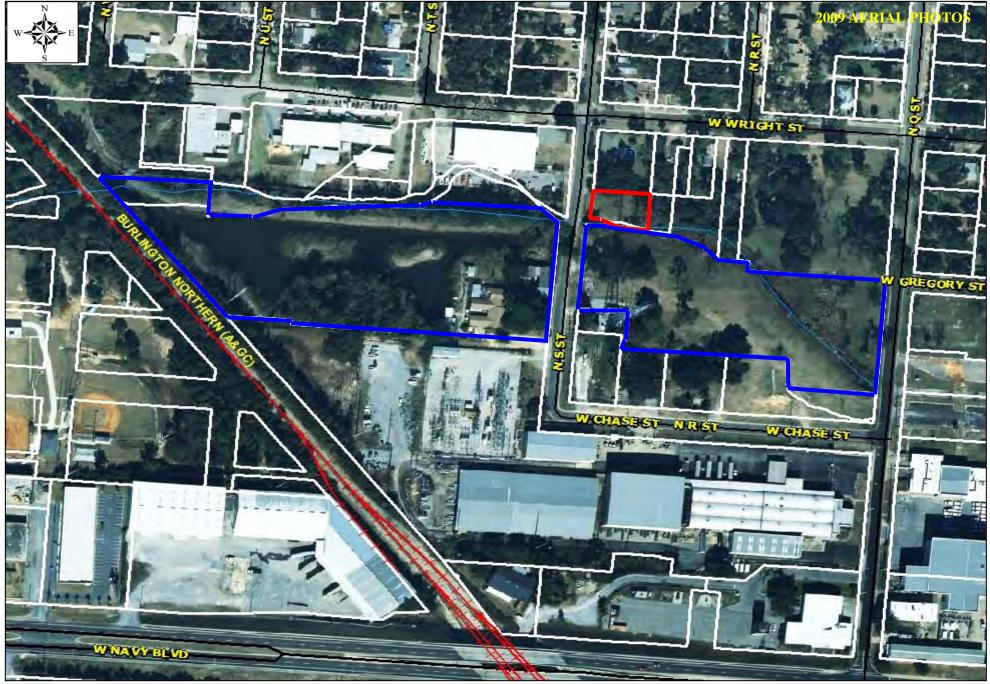


Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: ____210 S. "S" Street Parcel, 00-0S-00-9060-030-189

County Administrator (or desig	nee) - Appraisais
Appraiser (1):	N/A
Date of appraisal:	PORDENTINALIEA
Appraised value:	PROPERTY VALVED
Received by:	XESS THIN # 20,000
Comments:	
Appraiser (2):	
Date of appraisal:	
Appraised value:	
Received by:	
Comments:	
County Administrator (or desig	mee) - Environmental Site Assessments
Date of Phase I:	5-13-2008
Received by:	1 11-1 07
Comments:	minu
Date of Phase II:	8-26-2008
Received by:	V: Ah
Comments:	-part / v
Facilities Management Departn	
Inspected by:	VACANT PROPERTY
Date:	NO INSPECTION REQUIRED
Comments:	Let
Risk Management Department	
Inspected by:	VACANT PROPERTY
Date:	NA INSPECTION REQUIRED
Comments:	- CH
Engineering Department - Revi	ew of Survey or Boundary Map
Completed by:	
Date:	
Comments:	
Office of Management and Bud	lget - Verification of Funding Source
Funding source:	ALA-FUNDS FOR
Verified by:	RECURDING AUXIAABE
Date:	IN FING. ESCROUN ALLOUNT
Comments:	CLERK'S OFFICE
Office of the County Attorney -	Title Insurance Commitment (required for property valued at \$20,000 or more)
Reviewed by:	The manufact communent (required for property valued at \$20,000 of more)
Date:	
Comments:	
Comments.	



SCHOOL BOARD PROPERTY @ 210 NORTH "S" STREET TO BE TRANSFERRED TO ESCAMBIA COUNTY



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT LWG 09/15/11 DISTRICT 3



SCHOOL BOARD PROPERTY / PARCEL NUMBER 00-0S-00-9060-030-189 ACCOUNT NUMBER 15-1591-500 APPROX. 0.22 ACRES

COUNTY OWNED PROPERTY



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2881	County Administrator's Report 12. 16.
BCC Regular N	leeting Budget & Finance Consent
Meeting Date:	07/12/2012
Issue:	North Miller Street Traffic Calming Devices
From:	Joy D. Blackmon, P.E., Department Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning North Miller Street Traffic Calming Devices - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning installation of traffic calming devices on North Miller Street near the Dorie Miller Community Center and the Dorie Miller Park, between East Baars Street and Crescent Drive:

A. Waive the existing Municipal Service Benefit Unit (MSBU) Policy requirements; and

B. Approve the installation of two speed tables on North Miller Street between East Baars Street and Crescent Drive, with a cost not to exceed \$10,000.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

City Council Member John Jerralds, District 5, recently requested, through Commissioner Young, that traffic calming devices be installed on North Miller Street due to speeding and safety issues.

In response to his request, the Transportation and Traffic Operations Division conducted an inspection and found that speeding and safety issues do exist within this area, in part because North Miller Street acts as a cut-through for motorists traveling from Palafox Street to Texar Drive and is also in close proximity to Dorie Miller Community Center and Park.

BACKGROUND:

City Council Member John Jerralds, District 5, recently requested, through Commissioner Young, that traffic calming devices be installed on N. Miller Street due to speeding and safety issues.

In response to his request, the Transportation and Traffic Operations Division conducted an inspection and found that speeding and safety issues do exist within this area, in part because N. Miller Street acts as a collector road for motorists traveling from Palafox Street to Texar Drive. The current security lighting at Dorie Miller Park was found to be appropriate for safety purposes; and a work order was issued to the Parks Department and to the Road Department for tree trimming in the vicinity in order to make the current signs more visible.

Staff feels that these measures, along with the installation of two speed tables, will increase the safety level along Miller Street.

BUDGETARY IMPACT:

Use allocated Neighborhood Enhancement Program funds for Fiscal Year 2012/2013 at a cost not to exceed \$10,000. Fund 352 "Local Option Sales Tax III", Account 210107/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Project will be managed by existing traffic staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC approval is required to waive the existing MSBU/Traffic Calming Policy.

IMPLEMENTATION/COORDINATION:

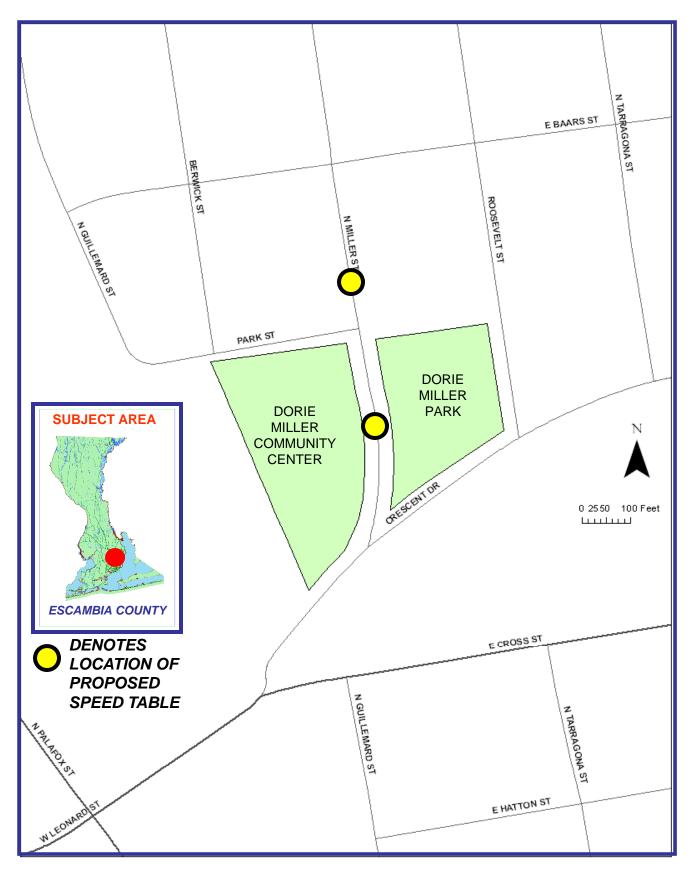
Escambia County Pricing Agreement will be used.

N. Miller St Map

Attachments

LOCATION MAP

N MILLER STREET - PROPOSED TRAFFIC CALMING





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2832	County Administrator's Report 12. 17.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	07/12/2012		
Issue:	County Sponsorship for the Florida Association of Environmental Professionals 2012 State Conference		
From:	Keith Wilkins, REP, Department Director		
Organization:	Community & Environment		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning County Sponsorship for the Florida Association of Environmental Professionals 2012 State Conference - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve County sponsorship, in the amount of \$350, for the Florida Association of Environmental Professionals (FAEP) 2012 State Conference, which will be held in Pensacola on September 21, 2012. This event will bring 200 attendees and approximately 300 nights of hotel stay to Escambia County.

[Funding Source: Fund 108, Tourist Promotion (4th Cent), Cost Center 360105]

BACKGROUND:

The Northwest Chapter of the Florida Association of Environmental Professionals is hosting the FAEP State Conference. The event is being held Friday, September 21. By becoming a Silver Partner (\$350) the County will receive partnership recognition in marketing materials, website, and events and a free vendor table. We are proud to say that three County employees in the Community & Environment Department are on the NWFAEP Board of Directors.

BUDGETARY IMPACT:

Fund 108, Tourist Promotion (4th Cent), Cost Center 360105

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Community & Environment Department staff is assisting in conference preparation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires review and approval for this type of expenditure.

IMPLEMENTATION/COORDINATION:

Community & Environment Department staff, three of which are NWFAEP Board members, will participate in conference event planning.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2854	County Administrator's Report 12. 18.		
BCC Regular M	eeting Budget & Finance Consent		
Meeting Date:	07/12/2012		
Issue:	Grant Agreement Between Florida Fish and Wildlife Conservation Commission and Escambia County		
From:	Keith Wilkins, REP, Department Director		
Organization: CAO Approval:	Community & Environment		

RECOMMENDATION:

Recommendation Concerning the Grant Agreement between Florida Fish and Wildlife Conservation Commission and Escambia County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Grant Agreement Between Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County:

A. Approve the Grant Agreement between FWC and Escambia County, FWC Agreement No. FWC-11230, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount of \$52,236, from the date of execution through December 30, 2013; and

B. Authorize the Chairman to execute the Agreement and any documents related to acceptance, execution, reporting, and amendments to this Grant, pending Legal review and approval, without further action of the Board.

[Funding Source: Fund 110, Other Grants & Projects, Cost Center 220338, Oriskany PCB Monitoring, Revenue Code 334326. No matching funds are required.]

BACKGROUND:

Escambia County has been awarded \$52,236 from FWC for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico, as required by US Environmental Protection Agency.

BUDGETARY IMPACT:

Fund 110, Other Grants & Projects, Cost Center 220338, Oriskany PCB Monitoring, Revenue Code 334326. No matching funds required.]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such contracts, as well as those in excess of \$50,000. Also, this recommendation is consistent with the County's commitment to fiscal responsibility and cost efficiency.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

Attachments

FWC Agreement

GRANT AGREEMENT BETWEEN FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND ESCAMBIA COUNTY

EX-ORISKANY PCB ARTIFICIAL REEF MONITORING PROJECT

THIS GRANT AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Pensacola, FL 32502, hereafter "GRANTEE".

WHEREAS, this COMMISSION grant is authorized and awarded under 68A-2.015 and 68E-9 Florida Administrative Code:

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The GRANTEE shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work attached hereto and made a part hereof as Attachment A.

2. **PERFORMANCE.** The GRANTEE shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the GRANTEE. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The GRANTEE shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the grant requirements and the integrity and reliability that will assure good-faith performance as a responsible grant recipient.

3. **TERM.** This Agreement shall be effective upon execution by the last party to do so. The Agreement shall begin upon execution and shall end December 30, 2013, inclusive. The GRANTEE shall not be eligible for reimbursement for grant activities performed prior to the begin date of this Agreement nor after the end date of the Agreement.

4. **COMPENSATION**. As consideration for the GRANTEE's performance under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a fee schedule basis as specified in the Scope of Work. Based on the fee schedule rates/amounts specified, maximum compensation under this Agreement shall not exceed \$52,236.

5. **PAYMENTS.** The COMMISSION shall pay the GRANTEE for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Project Manager. Each invoice shall include the COMMISSION Agreement Number and the GRANTEE's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted on the following schedule:

A final invoice shall be submitted to the COMMISSION no later than the grant expiration date to assure the availability of funds for payment.

No travel expenses are authorized under the terms of this Agreement.

For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

6. **TERMINATION.** This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. Upon receipt of such notice, the GRANTEE shall, unless the notice directs otherwise, immediately discontinue all grant activities authorized hereunder. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

7. **TAXES.** The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

8. AMENDMENT. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

9. **RELATIONSHIP OF THE PARTIES**. The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION. 10. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE GRANTEE:

Robert Turpin, Chief, Marine Resources Division County Community and Environment Bureau 3363 West Park Place Pensacola, FL 32505 Phone: (850) 595-3474 Mobile: (850) 554-5869 Fax: (850) 595-3495 rkturpin@myescambia.com

FOR THE COMMISSION:

Jon Dodrill, Environmental Administrator FWC Division of Marine Fisheries Management 2590 Executive Center Circle East, Suite 203 Tallahassee, Florida 32301 Phone: (850) 617-9628 Mobile: (850) 528-3613 Fax: (850) 487-4847 jon.dodrill@myfwc.com

11. INSURANCE. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

12. **PUBLIC RECORDS**. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE 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 GRANTEE in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

13. **RECORD KEEPING REQUIREMENTS**. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principals. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

14. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

15. **NON-DISCRIMINATION**. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

16. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. **NON-ASSIGNMENT.** This Agreement may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

18. **PROHIBITION OF CONTINGENT FEES.** The GRANTEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GRANTEE, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

19. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

20. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

21. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim by the GRANTEE of quantum meruit.

22. DIVISION OF MARINE FISHERIES REQUIREMENTS. The GRANTEE agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The GRANTEE will obtain a minimum of two written quotes for any subcontracts required for Agreements in the amount of \$25,000 or less, and the GRANTEE will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$25,000.

23. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph 22.

24. The **GRANTEE** shall include Attachment A (Scope of Work) *verbatim* in all bid specifications. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.

25. The **GRANTEE** shall submit a copy of the draft subcontract to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

26. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.

27. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.

28. The **GRANTEE** shall include this entire Agreement and all attachments in all subcontracts issued as a result of this Agreement. All such subcontracts in excess of \$5,000 shall be in writing.

29. The **GRANTEE** agrees to acknowledge the role of Florida saltwater fishing license funding in any publicity related to this Agreement.

30. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code during the term of this Agreement.

31. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

32. The harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified. If harvest is required for research purposes, then a special request in writing must be made to the **COMMISSION's** Grant Manager for written approval with guidance for the appropriate licensing requirements.

33. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment B, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.

In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this AGREEMENT for the purpose of lobbying the Legislature, the judicial branch or a state agency.

34. **DELIVERABLES.** The following services or service tasks are identified as deliverables for the purposes of this AGREEMENT:

- a. Performance of all services set forth in the Scope of Work.
- b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

35. **PERFORMANCE AND MONITORING.** The GRANTEE shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this AGREEMENT. The COMMISSION will monitor the GRANTEE'S service delivery to determine if the GRANTEE has achieved the required level of performance. The COMMISSION reserves the

right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the COMMISSION at its sole discretion determines that the GRANTEE failed to meet any of the Terms and Conditions of this AGREEMENT, the GRANTEE will be sent a formal written notice. Within ten (10) days of receipt of notice the GRANTEE shall provide with COMMISSION with a formal written Corrective Action Plan in response to all noted deficiencies. The GRANTEE shall correct all identified deficiencies within forty-five (45) days of notice. The COMMISSION may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this AGREEMENT or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this AGREEMENT in accordance with the Termination section.

36. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the GRANTEE of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT if the GRANTEE knowingly employs unauthorized aliens.

37. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The GRANTEE shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the GRANTEE during the term of this AGREEMENT.

The GRANTEE shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the AGREEMENT term.

The GRANTEE further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the GRANTEE's enrollment in the program. This includes maintaining a copy of proof of the GRANTEE's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this AGREEMENT and the Commission may treat a failure to comply as a material breach of the AGREEMENT.

38. ENTIRE AGREEMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

<i>r</i> :	Contraction of the second s	By:	
	(Authorized Signatory*) Wilson B. Robertson, Chairman	Dire	ector, Division of Marine Fisheries or Designee
	(Print Signatory's Name and Title)		
te:		Date:	
	(Grantee)		
	(Address)		
	(City, State, and Zip Code)		
	(Federal Employer Identification Numbe	r) —	Approved as to form and legality Quilly Junalu FWC Attorney
1	Reimbursement Check Remittance Addre	ess:	This document approved as to fo and legal sufficiency.
Ī	(Address)	-	By: Anotin Alla Title: ACA
y, Si	tate, and Zip Code)	-	Date:

*If someone other than the Chairman signs this Agreement, a statement or other document authorizing that person to sign the Agreement on behalf of the County must accompany the Agreement.

List of Attachments included as part of this Agreement:Attachment AScope of ServicesAttachment BRequirements of the Federal - Florida Single Audit ActsExhibit 1State and Federal Funds Awarded through the Florida FWC

ATTEST ERNIE LEE MAGAHA GLERK OF THE GIRCUIT COURT BY________ DEPUTY CLERK

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ATTACHMENT A SCOPE OF SERVICES

EX-ORISKANY PCB ARTIFICIAL REEF MONITORING PROJECT

The objective of this activity is to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida. The Oriskany Reef is located in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees. The Oriskany Reef rests upright on the sand seafloor, bow facing south, in a north-south orientation in the southeast quadrant of the 77 square nautical mile Escambia East Large Area Artificial Reef Site (LAARS) The Oriskany Reef coordinates are: 30° 02.533' N. Latitude; 87° 00.397' West Longitude. Sampling methodologies and analysis will be in compliance with the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007, and the **COMMISSION's** Oriskany Reef monitoring plan (Revision 4, June 25, 2007).

A fixed-price payment is established below for polychlorinated biphenyl (PCB) analysis of up to 69 reef fish collected from the Oriskany Reef and if needed, from one or more control sites. For each reef fish sample, there shall occur the analysis and reporting of total PCB concentrations (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations at a price not to exceed \$750 per individual fish sample (up to \$51,750 for analysis of 69 fish). A laboratory generated report of the analysis results of each batch of fish from a given sampling effort shipped to the analytical lab shall be provided by the lab both as a .pdf file and Excel spread sheet at no additional cost. The GRANTEE shall deliver laboratory report results electronically to the COMMISSION's Contract Manager within five working days after the receipt of the reports from the analytical laboratory. A fixed price of \$486 shall be provided to the GRANTEE upon receipt and acceptance by the COMMISSION's Contract Manager of a formal field report documenting in detail fish sampling activities undertaken during the fish sampling event. Payment under this Agreement may be made to the GRANTEE in the form of one partial and one final payment.

The reef monitoring to be funded consists of the following elements:

1. Sampling Methodology

- a. Sampling methodologies and analysis will be in compliance with the conditions of the EPA Region IV ex-Oriskany PCB Risk based Disposal Permit as amended, the **COMMISSION's** Oriskany Monitoring Plan and any additional direction provided by the EPA, the Florida Department of Health, or the **COMMISSION**.
- b. The **GRANTEE** shall coordinate closely with the **COMMISSION** on all aspects of sample collection activities.

2. Deliverables

- a. A written draft report summarizing field, administrative, and sample storage and shipping activities related to completion of the sampling event will be submitted to the Commission for review within 30 days of the completion of the field sampling trip.
- b. A laboratory report of the PCB analysis results will be submitted electronically as an Excel spreadsheet and .pdf file by the **GRANTEE** to the **COMMISSION** for review within 5 days of the **GRANTEE**'s receipt of the lab report.
- 3. Funds from this Agreement may not be expended on salaries, training, parts replacement or repairs to rented or contractor owned equipment, sample storage and shipping, charter boat rental, or miscellaneous laboratory or other supplies required to complete field sampling operations.
- 4. Documentation of the field reports and all lab analysis results must be submitted with the closeout package in order for reimbursement to be made.

PAYMENT SCHEDULE

5. For satisfactory completion of a field sampling report and a maximum of sixty nine (69) individual reef fish PCB sample analyses with accompany laboratory results reports, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$52,236.00** on a fixed price basis according to the cost per unit in the following table:

Monitoring Deliverables	Unit Number	Cost Per Unit	Total Cost
PCB analysis of fish tissue	69 fish	\$750.00	\$51,750.00
Field Report	1	\$486.00	\$486.00
TOTAL			\$52,236.00

6. The **GRANTEE** shall be reimbursed by the **COMMISSION** in the form of up to two partial payments for all allowable laboratory analysis costs incurred under this Agreement, following satisfactory completion of the events completed for which partial reimbursement is requested. Submission of all required project close out documentation is required no later than forty-five (45) days after the ending date of the Agreement. A timely reimbursement request following receipt of PCB sample analysis results is strongly encouraged.

PERFORMANCE

7. Any published articles related to this artificial reef activity should reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

ATTACHMENT B REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

None

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Linda Grove, Assistant Chief Financial Officer Florida Fish and Wildlife Conservation Commission Bryant Building, 620 S. Meridian St. Tallahassee, FL 32399-1600 The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Linda Grove, Assistant Chief Financial Officer Florida Fish and Wildlife Conservation Commission Bryant Building, 620 S. Meridian St. Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:

The Commission at the following address:

Linda Grove, Assistant Chief Financial Officer Florida Fish and Wildlife Conservation Commission Bryant Building, 620 S. Meridian St. Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office G74 Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Assistant Chief Financial Officer, Linda Grove, by phone at (850) 656-1956 or by email at linda.grove@myfwc.com.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

REST OF PAGE INTENTIONALLY LEFT BLANK

FWC Agreement No. FWC-11230

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NONE

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NONE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NONE

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Division of Marine Fisheries Artificial Reef Grants Program
CSFA No.:	77.007
Recipient:	Escambia County
Amount:	\$52,236.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- 1. Only the goods and/or services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.
- 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

REST OF PAGE INTENTIONALLY LEFT BLANK



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2812	County Adm	inistrator's Report 12. 19.
BCC Regular M	eeting	Budget & Finance Consent
Meeting Date:	07/12/2012	
Issue:	Ricoh Copier Lease for Escambia County	Fire Rescue
From:	Amy Lovoy, Department Head	
Organization:	OMB	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Ricoh Copiers Lease for Escambia County Fire Rescue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the University of South Florida Leasing Contract ITN#9-13-G, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Lease and Lease Purchase Agreements, and Chapter 46, Section 46-44, Applications; Exemptions, and award a Purchase Order to Ricoh Americas Corporation for a 48-month lease option for Escambia County Fire Rescue, as outlined in the pricing detail, in the amount of \$1,018 per month.

[Funding: Fund 143, Fire Fund, Cost Center 330206 Fire Dept. Paid, Object Code 54401, Rental & Leases]

BACKGROUND:

A review of Escambia County Fire Rescue copying and printing issues revealed that there are 20 copiers of 9 different models in use at the various fire stations. In addition, there are 20 different printers of 19 different models. The cost of operating the copiers is over \$2,225.72 per month. Escambia County Fire Rescue received quotes from 3 different vendors to provide a solution that would improve efficiency and cut costs. The proposal from Ricoh involves replacing the current copiers with new leased copiers and combining the maintenance and lease fees into one invoice. We currently lease 8 copiers. The current lease structure with Ikon/Ricoh resulted in paying different parts of that organization for different leases. The current recommendation to consolidate the lease of copiers with one vendor will provide an annual savings of \$1200/month, install new copiers in the fire stations and combine the lease and maintenance into one invoice to one vendor. The "buy out" of the existing leases will be done by the selected vendor (Ricoh) and the cost is incorporated in the \$1, 018 total per month.

[Funding : Fund 143 Fire Fund, Cost Center 330206 Fire Dept. Paid, Object Code 54401 Rental & Leases]

BUDGETARY IMPACT:

[Funding: Fund 143 Fire Fund, Cost Center 330206 Fire Dept. Paid, Account Code 54401 Rental & Leases.]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant Couty Attorney Kristin Hual reviewed the University of South Florida Lease from which we will piggyback.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Chapter 46, Section 46-106 Multi-Year Leases and lease Purchase Agreements and Chapter 46, Section 46-44, Applications and Exemptions.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Pricing

Escambia County Fire and Rescue Attn: Joe Pillitary

Please indicate in your Purchase Order the following information. It is understood that PO's can be only assigned in a 12 month cycle and that should be reflected in documentation toward payment along with term.

Product ID	Description	Quantity
415652	Ricoh Aficio MP201SPF	15
411136	Type FAC19 Cabinet	15
PS-NWSC1	Network Print/Scan Connectivity	15
SERVICE & PARTS	Labor and Parts Only Toner Included: Included BLACK AND WHITE COPY CHARGE OF \$0.015 IN EXCESS OF 0.0 PER Month.	
415526	Ricoh MPC2551	2
413673	Paper Feed Unit Type 3030	2
414620	Internal Finisher Type 2550	2
006428MIU	ESP XG-PCS-15D Powerfilter	2
415537	Fax Option Type 2551	2
PS-NWSC1	Network Print/Scan Connectivity	2
SERVICE & PARTS	Labor and Parts Only Toner Included: Exclusive BLACK AND WHITE COPY CHARGE OF \$0.099 IN EXCESS OF 0 PER Month COLOR COPY CHARGE OF \$0.065 IN EXCESS OF 0 PER Month.	
Buyout	Contract # 1016359A6, 1016359A5,1016359A7, 1016359A4, 1016359A3, 1016359A1, 1016359A2, 1016359ML	

Monthly Payment : \$1065

Number of Payments Total: 48

Please state in PO: Terms and Conditions are by University of South Florida contract # ITN# 9-13-G



AI-2899	County Administrator's Report 12. 20.		
BCC Regular M	leeting Budget & Finance Consent		
Meeting Date:	07/12/2012		
Issue:	Refinancing the Outstanding 2002 Refunding Revenue Bonds		
From:	Amy Lovoy, Department Head		
Organization:	OMB		
CAO Approval:			

RECOMMENDATION:

<u>Recommendation Concerning Refinancing the 2002 Capital Improvement Refunding Revenue</u> <u>Bonds - Amy Lovoy, Management and Budget Services Department Director</u>

(RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

N/A



AI-2891	C
BCC Regular M	eeting
Meeting Date:	07/12/2012
Issue:	Deerfield Estates MSBU
From:	Amy Lovoy, Department Head
Organization:	OMB
CAO Approval:	

County Administrator's Report 12. 1. Discussion

RECOMMENDATION:

<u>Recommendation Concerning Deerfield Estates Upgraded Sewer System Municipal Services</u> <u>Benefit Unit - Amy Lovoy, Management and Budget Services Department Director</u>

That the Board take the following action concerning the Deerfield Estates Subdivision Upgraded Sewer System Municipal Services Benefit Unit (MSBU):

A. Waive the Board's MSBU Policy to allow a Construction MSBU, subject to the approval of items "B" through "H";

B. Approve the written Agreement with the Emerald Coast Utilities Authority (ECUA) stating that ECUA accepts ownership and maintenance responsibility at the time that repairs to the sewer system begin;

(THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

C. Approve providing for a 3% administrative fee (the standard fee is 10%; however, all construction will be performed by ECUA);

D. Approve providing for a 4% interest rate (plus .5% Tax Collector Commission/Fee, provided for by State Law) and amortize the loan repayment at 4.5% for a 20-year period;

E. Approve allowing repayment over a 20-year period rather than the standard 10 years;

F. Approve providing for the inclusion of any capitalized interest on the loan;

G. Approve allowing the ECUA a 10% contingency to meet the contingency requirement in the MSBU Policy; and

H. Approve that if the bids for the project exceed estimates, including a 10% contingency, the project is canceled.

BACKGROUND:

The citizens in the Deerfield Estates Subdivision are requesting assistance from the County and ECUA for sewer and lift station improvements in their neighborhood. The covenants when the property was purchases by each individual homeowner provides that up-keep of the lines and lift station are the responsibility of the Homeowner's Association. The MSBU applicant must provide petitions representing sixty-six (66) percent of the benefited properties per Board Policy.

BUDGETARY IMPACT:

If the MSBU is approved funds will be provided from Local Option Sales Tax (LOST) III with a repayment period of 20 years at a 4.5% interest rate.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal is providing an agreement as backup for execution with ECUA.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must waive the Board's adopted MSBU Policy.

IMPLEMENTATION/COORDINATION:

The Office of Management and Budget will process the MSBU per the Board's Direction.



AI-2894	County Administrator's Report 12. 2.		
BCC Regular M	leeting Discussion		
Meeting Date:	07/12/2012		
Issue:	Resolution Requesting that Meat Products Containing "Pink Slime" be Labeled		
From:	Grover Robinson, District IV Commissioner		
Organization:	Board of County Commissioners		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning "Pink Slime" in Meat Products - Grover C. Robinson, IV, County Commissioner, District 4

That the Board adopt and authorize the Chairman to sign the Resolution urging the Federal Government, the United States Department of Agriculture, and the United States Food & Drug Administration to require that meat products containing "pink slime" include labels indicating that the meat contains the food additive and urging the Florida Legislature to ban the use of meat products containing "pink slime" in food the State of Florida prepares or serves.

BACKGROUND:

The meat industry has been adding a low-grade mechanically processed meat product, officially know in the industry as lean finely textured beef, now widely know as "pink slime," to most ground beef as an inexpensive filler.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual has reviewed and approved the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

RESOLUTION NO. R2012-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, URGING THE FEDERAL GOVERNMENT, THE UNITED STATES DEPARTMENT OF AGRICULTURE, AND THE UNITED STATES FOOD & DRUG ADMINISTRATION TO REQUIRE THAT MEAT PRODUCTS CONTAINING "PINK SLIME" INCLUDE LABELS INDICATING THAT THE MEAT CONTAINS THE FOOD ADDITIVE AND URGING THE FLORIDA LEGISLATURE TO BAN THE USE OF MEAT PRODUCTS CONTAINING "PINK SLIME" IN FOOD THE STATE OF FLORIDA PREPARES OR SERVES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the meat industry is adding a low-grade mechanically processed meat product, officially known in the industry as lean finely textured beef (LFTB), now widely known as "pink slime," to most ground beef as an inexpensive filler; and

WHEREAS, the product comes from the parts of the animal most likely to harbor pathogens, often close to the hide, which is highly exposed to fecal matter; and

WHEREAS, "pink slime" was once only used in dog food and cooking oil; and

WHEREAS, "pink slime" is made by gathering waste trimmings, such as fatty beef byproducts and connective tissue, simmering them at low heat so the fat separates easily from the muscle, and spinning the trimmings using a centrifuge to complete the separation; and

WHEREAS, the mixture is then sent through pipes where it is sprayed with an ammonium hydroxide gas or citric acid to kill bacteria; and

WHEREAS, the process is completed by packaging the filler into bricks, freezing the filler and shipping it to grocery stores and meat packers, where it is added to most ground beef; and

WHEREAS, several United States food manufacturers, including ConAgra Foods, Inc., Sara Lee Corporation, and Kraft Foods, Inc., publicly stated in early 2012, that they do not use "pink slime" in their meat products; and

WHEREAS, Costco Wholesale Corporation, Publix, Whole Foods Market, and H-E-B also announced in March 2012, that they do not sell meat products containing the low-grade ammonia treated filler; and

WHEREAS, in March 2012, Safeway, SUPERVALU, Kroger, and Food Lion announced that they will no longer carry meat products containing "pink slime" due to customer concerns; and

WHEREAS, McDonald's, Taco Bell, and Burger King announced in early 2012, that their meat products will no longer contain "pink slime;" and

WHEREAS, the United States Department of Agriculture announced in March 2012, that beginning in fall 2012, the United States National School Lunch Program will allow participating school districts to decide whether or not to purchase ground beef containing "pink slime;" and

WHEREAS, the United States Department of Agriculture announced in April 2012, that it agreed to allow voluntary labeling of meat products containing "pink slime;" and

WHEREAS, the United States Department of Agriculture has never and currently does not require the labeling of meat products containing "pink slime;" and

WHEREAS, this Board would like to acknowledge the consumer concerns regarding the low-trade ammonia treated filler.

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

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

<u>Section 2</u>. That the Escambia County Board of County Commissioners hereby urges the federal government, the United States Department of Agriculture, and the United States Food & Drug Administration to require that meat products containing "pink slime" include labels clearly indicating that the product contains the food additive.

<u>Section 3</u>. That the Escambia County Board of County Commissioners hereby urges the Florida Legislature to ban the use of meat products containing "pink slime" in food that the State of Florida prepares or serves.

<u>Section 4</u>. That the Clerk shall forward a copy of the Resolution to the Governor, Senate President, House Speaker, the United States Secretary of Agriculture, and the Commissioner of the United States Food and Drug Administration.

The Honorable Governor Rick Scott State of Florida The Capitol 400 S. Monroe St. Tallahassee, FL 32399-0001

The Honorable Mike Haridopolos Florida State Senate President 409 The Capitol 404 South Monroe Street Tallahassee, Florida 32399-1100 The Honorable Dean Cannon, Speaker Florida House of Representatives 420 The Capitol 402 South Monroe Street Tallahassee, Florida 32399-1300

The Honorable Tom Vilsack United States Department of Agriculture Secretary U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250

The Honorable Margaret Hamburg, M.D. United States Food and Drug Administration Commissioner, 10903 New Hampshire Avenue Silver Spring, MD 20993

<u>Section 5</u>. That the County directs state lobbyists to advocate for the issue identified in Section 2 above and authorizes and directs the Office of Intergovernmental Affairs to include this item in the 2012 State Legislative Package.

Section 6. 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

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha Clerk of the Circuit Court

Deputy Clerk

(Seal)

This d	ocu	me	nt ap	pr	oved as to form	
and le	gat	suf	licien	icy		
By:	C	K	t			
Title:	C	ou	inti	1	Attorney	
Date:	7	5	121			



AI-2873	County Attorney's Report 12. 1	-	
BCC Regular M	leeting Action	า	
Meeting Date:	07/12/2012		
Issue:	Recommendation concerning Settlement of Judy Hardy's MSPB Appeal and EEOC/FCHR Discrimination Claims		
From:	Ryan E. Ross, Assistant County Attorney		
Organization:	n: County Attorney's Office		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning Settlement of Judy Hardy's MSPB Appeal and EEOC/FCHR Discrimination Claims

That the Board approve a settlement of an MSPB Appeal and EEOC/FCHR discrimination claims filed by employee Judy Hardy, for \$39,000.00, inclusive of attorney's fees and costs. In exchange for the settlement amount, Ms. Hardy will resign her position with the County, waive future employment with the County, and execute a general release of any and all claims against the County.

BACKGROUND:

Judy Hardy is a nineteen-year Escambia County employee who works in Building Inspections. Several months ago, she received a disciplinary suspension without pay. Ms. Hardy appealed that decision to the Escambia County Merit System Protection Board. She also filed a complaint with the federal Equal Employment Opportunity Commission alleging that her suspension was in retaliation for filing an earlier discrimination complaint. (The EEOC dismissed the earlier complaint.) The County is vigorously contesting both the MSPB appeal and the EEOC complaint and is prepared to defend both. However, during a recent mediation, Ms. Hardy offered to resign her position and accept the sum of \$39,000.00 to settle all outstanding claims. This figure represents less than her annual salary. Additionally, this settlement will allow Development Services to consolidate positions or reduce its workforce without further litigation since Ms. Hardy will execute a general release of liability and waiver of future employment. Development Services Director T. Lloyd Kerr and Human Resources Director concur with the proposed settlement.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



AI-2852	County Attorney's Report	12. 2.
BCC Regular M	eeting	Action
Meeting Date:	07/12/2012	
Issue:	MOU Between Escambia County and Baptist Hospital, Inc.	
From:	Alison P. Rogers, County Attorney	
Organization:	County Attorney's Office	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding Between Escambia County and Baptist Hospital, Inc.

That the Board approve and authorize the Chairman to sign the attached Memorandum of Understanding between Escambia County and Baptist Hospital, Inc.

BACKGROUND:

In order to participate in the 340B Program, Baptist Hospital must enter into an agreement with the County pursuant to which Baptist Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Memorandum of Understanding has been reviewed and approved by County Attorney Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

<u>MOU</u>

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF ESCAMBIA COUNTY, FLORIDA

AND

BAPTIST HOSPITAL, INC.

THIS AGREEMENT is made as of the date of the last signature below (the "Effective Date") and is by and between Escambia County, a political subdivision of the State of Florida ("County"), and Baptist Hospital, Inc., d/b/a Baptist Hospital ("Baptist Hospital"), a non-profit corporation organized and existing under the laws of the State of Florida located at 1000 West Moreno Street, Pensacola, Florida.

RECITALS:

WHEREAS, Baptist Hospital is a Florida not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid-eligible population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Florida; and

WHEREAS, Baptist Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act ("340B Program"); and

WHEREAS, in order to participate in the 340B Program, Baptist Hospital must enter into an agreement with the County pursuant to which Baptist Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and

WHEREAS, Baptist Hospital desires to make such a formal commitment to the County; and

WHEREAS, the County agrees to accept such commitment on behalf of the citizens of Escambia County, Florida;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good a valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. <u>Commitment to Provide Care to Medicaid Patients and Patients Otherwise</u> <u>Unable to Pay for Care.</u>

During the term of this Agreement, Baptist Hospital agrees to continue its historic commitment to the provision of health care to certain Medicaid-eligible, indigent, uninsured and underinsured residents of Escambia County, Florida in accordance with its Charity Care and Financial Assistance Policies, as those policies may be amended from time to time by the Board of Directors of Baptist Hospital, Inc.

2. Acceptance and Acknowledgements of the Government of Escambia County:

- (a) The County accepts the commitment of Baptist Hospital as set forth above;
- (b) The County executed a certification form, signed on February 19, 2009 which the parties acknowledge and agree is still valid and applicable and is attached hereto, which acknowledges that the healthcare services provided by Baptist Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and
- (c) The County authorizes Baptist Hospital to submit the attached certification in support of the Hospital's application to enroll in the 340B program.

3. Representations of Baptist Hospital, Inc.

Baptist Hospital represents that as of the date hereof:

- (a) Baptist Hospital, Inc. constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Florida with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- (b) Baptist Hospital, Inc., is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Florida.

4. <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of one year. Thereafter, this Agreement shall automatically renew for additional one year periods unless otherwise terminated. Either party may terminate this Agreement without cause and without penalty upon at least sixty (60) days prior written notice to the other party.

5. <u>Notice</u>. All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: Attention:	Escambia County, a political subdivision of the State of Florida Alison Perdue, County Attorney 221 Palafox Place, Suite 430 Pensacola, Florida 32502
Sent to: Attention:	Baptist Hospital Elizabeth Callahan, General Counsel 1717 North E Street Suite 320 Pensacola, Florida 32501
With copy to: Attention:	Baptist Health Care Corporation Contracting Manager Governance, Risk and Compliance 1717 North E Street Suite 402 Pensacola, Florida 32501

6. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, Baptist Hospital, Inc. and the Government of Escambia County have executed this Agreement as of the day and year first written above by their duly authorized representatives

This Agreement has been reviewed for legal sufficiency by.

Office of the County Attorney

Escambia County, a political subdivision of the State of Florida

By:

Title:

Date:

Baptist Hospital
and Wisherg
By: David W. Sjöberg
Title: Vice President
Date: June 20, 2012

ATTEST ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT BY______ DEPUTY CLERK .

Certification By Appropriate State Or Local Government Official That **Baptist Hospital**

(a Private Non-Profit Hospital) Is Under Contract To Provide Health Care Services To Low Income Individuals

In order to meet the eligibility requirements for a private no hospital to buy discounted outpatient drugs under Section Act, this certification must be filled out and returned to the	340B of the Public Health Service
Baptist Hospital	
Disproportionate Share Hospital	
Pensacola, FL, 32501	
City, State, Zip	·····
David Sjöberg Vice	President
Contact Title	J ^(j)
(850) 469-2338 Ext. da da da	g@bhcpns.org
Phone Number	Address
Pursuant to the requirement of section 340B of the Public H certify that Contract No.	
of the Social Security Act or eligible for assistance-under th Act. In addition, I certify that when this contract is no longer notice to the Office of Pharmacy Affairs.	e State plan of Title XIX under this valid, I will provide appropriate
Signature of State or Local Government Official In Supervis	ory Capacity
Grover Ç. Robinson, IV Date: Name	9 006, 19, 2009
Board of Commissioners	
Title and Unit of Government	
P.O. Box 1591, Pensacola, FL 32591-1591	
Address	
(850) 595-4930Ext.district4.@Phone Numbere-Mail Address	co.escambia.fl.us

A signed, original form must be submitted to: Office of Pharmacy Affairs, 5600 Fishers Lane, Mail Stop 10C-03, Rockville, Maryland 20857

I