

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – November 15, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

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

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

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

5. Commissioners' Forum.
6. Presentation by Pensacola Habitat for Humanity, on behalf of its homeowners, of a check for payment of property taxes.
7. Proclamation.

Recommendation: That the Board adopt the Proclamation proclaiming Wednesday, November 14, 2012, as "National Diabetes Awareness Day" in Escambia County.

8. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Colethia H. Lewis, Senior Office Support Assistant, Extension Service, Community & Environment Department, for her dedication in 25 years of service to Escambia County.

9. Written Communication:

November 5, 2012 - Communication from Mr. Tyrone Vanderhall requesting the Board forgive a Code Enforcement Lien against property located at 1810 West Bobe Street.

Recommendation: That the Board review and consider lien relief request made by Mr. Tyrone Vanderhall against property located at 1810 West Bobe 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.

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

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

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

11. 5:32 p.m. Public Hearing for consideration of the vacation of Grimes Lane, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of Grimes Lane (approximately 0.07 acre), on the Board's own motion:

A. Approve the Vacation of Grimes Lane (approximately 0.07 acre), on the Board's own motion;

B. Adopt the Resolution to Vacate; and

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

[Funding Source: Fund 175 "Transportation Trust Fund," Account 211602/54901]

Grimes Lane is a county-maintained dirt road located in the Walnut Hill Community, which extends east off South Highway 99 for approximately 1,515 feet. The County has no deeded or dedicated right-of-way for Grimes Lane. Therefore, staff is requesting that the County vacate any interest the County may have in Grimes Lane (approximately 0.07 acre). There are only two property owners whose property abuts Grimes Lane, each having access to his or her property from South Highway 99. These two property owners have been contacted and neither has objections to the requested vacation.

12. 5:33 p.m. Public Hearing for consideration of the Petition to Vacate all road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

- A. Approve the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common area within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the public records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates residents also use the Carrier Drive / Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U. S. National Housing Limited Partnership, and as a result, they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, Emergency Management and School Board personnel by means of gate codes, transponders, passes and any other modifications and/or changes to the access system deemed necessary. U. S. National has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

13. 5:34 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Water Spray Terrace, as petitioned by Louis F. Cook, Jr.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.:

A. Approve the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. The Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained, 80' wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray Terrace, which consists of a portion of an attached awning. The encroachment was discovered when the Petitioner had a survey performed relating to the sale of his property.

14. 5:35 p.m. Public Hearing to evaluate and discuss funding for the library system, as well as the status of the currently held Agreement between the City of Pensacola and Escambia County.

Recommendation: That the Board conduct the 5:35 p.m. Public Hearing to evaluate and discuss funding for the library system, as well as the status of the currently held Agreement between the City of Pensacola and Escambia County.

15. 5:36 p.m. Public Hearing for consideration of adopting a Nuisance Abatement Municipal Services Benefit Unit Ordinance.

Recommendation: That the Board adopt an Ordinance establishing a County-wide Municipal Services Benefit Unit (MSBU) that authorizes Escambia County to impose a special assessment on those properties benefiting from Escambia County summary nuisance abatement efforts.

16. Committee of the Whole Recommendation

Recommendation: The Committee of the Whole (C/W), at the November 8, 2012, C/W Workshop, recommends that the Board take the following action:

A. Direct staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation (*Ordinance Version*) to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance (*C/W Item 4*);

B. Approve moving forward to the full Board, for approval (*the recommendation, outlined in the PowerPoint Presentation entitled "Vested Rights Determination," for a proposed Ordinance to: eliminate the Vested Rights Committee; add language to allow the Planning Board to hear vested rights determinations and make the recommendations to the Board of County Commissioners; and waive fees, for documented staff errors, on a case-by-case basis [C/W Item 5]*);

C. Direct County staff, if and when the Pensacola City Council approves the inclusion of the City of Pensacola into the County Municipal Services Taxing Unit (MSTU) for Library Services, to move appropriately and immediately for all other actionable items, for consideration at the December 6, 2012, Regular Board Meeting (*C/W Item 7*);

D. Approve transferring the Agreement for Lobbyist Services from the MWW Group, Inc., to the Alcalde & Faye lobbyist firm, in order to retain the County's Lobbyist, Marion Turner, who has transferred from MWW to Alcalde & Faye (*C/W Add-on Item 1*); and

E. Approve a four cent increase in the Local Option Gas Tax as a dedicated funding source for Escambia County Area Transit (*C/W Add-on Item 2*).

17. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date November 9, 2012, in the amount of \$2,090,197.46;

B. The following two Disbursement of Funds:

(1) October 25, 2012, to October 31, 2012, in the amount of \$9,595,734.62; and

(2) November 1, 2012, to November 7, 2012, in the amount of \$9,923,875.60;

C. Tourist Development Tax Collections Data for the September 2012 returns received in the month of October 2012; this is the first month of collection for Fiscal Year 2012-2013; total collected for the September 2012 returns was \$531,066, which is a 16% increase over the September 2011 returns; collections to date for this first month of the Fiscal Year are on target with the annualized budget;

D. The Investment Report for the month ended October 31, 2012; and

E. Budget to Actual Comparison Reports for October 31, 2012.

BACKUP FOR ITEMS D AND E TO BE DISTRIBUTED UNDER SEPARATE COVER

2. Recommendation Concerning Disposition of Records

That the Board approve, in accordance with State Retention Schedule GS1, Records Disposition Document No. 506, for disposition of Board of County Commissioners' records, Item 4a, Minutes: Official Meetings (Audio/Visual Recording), for the period June 12, 1984, through July 15, 2003.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 1, 2012;

B. Approve the Minutes of the Attorney-Client Session held November 1, 2012;
and

C. Approve the Minutes of the Regular Board Meeting held November 1, 2012.

GROWTH MANAGEMENT REPORT

I. Consent

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, December 6, 2012

A 5:48 p.m. - A Public Hearing concerning transmittal of a Comprehensive Plan Amendment CPA-2012-06

B. 5:49 p.m. - A Public Hearing concerning the review of an Ordinance Amending Article 6, Zoning Districts - CCPK

C. 5:50 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-05(Repeal/Replace)

D. 5:51 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-03(OBJ 5 FLU)

E. 5:52 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-04 ((HB503)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Pensacola Urbanized Area/Escambia County Ten Year Transit Development Plan July 2012 Update - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Pensacola Urbanized Area/Escambia County Ten Year Transit Development Plan (TDP) July 2012 Update, prepared by the Escambia County Area Transit (ECAT), ensuring that ECAT services are eligible for a State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT).

Florida Statutes, Chapter 14-73, require that Grant program recipients prepare a planning, development, and operational guidance document based on a ten-year planning horizon. This TDP and annual updates are required to be adopted by a provider's governing body. The Annual Update must be forwarded to the regional FDOT office, and must be approved prior to the last business day of December. Eligibility to receive State Public Transit Grants is limited to those providers whose TDP has been found to be in compliance with the rule.

This Annual Update to the TDP has been distributed to the Mass Transit Advisory Committee.

2. Recommendation Concerning the Petition to Vacate a Portion of Hayes Street and a 20-Foot-Wide Alleyway, Block 88, Pinecrest Subdivision - Joy D. Blackmon P. E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for December 6, 2012, at 5:32 p.m., to consider the Petition to Vacate a Portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.

RaceTrac Petroleum, Inc. (RaceTrac), is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20-foot-wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the Plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261, of the Public Records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20-foot-wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision. Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

3. Recommendation Concerning the Beach Haven Northeast Drainage, Roadway, & Sanitary Sewer Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

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

- A. Rescind the Board's action of July 12, 2012, approving, 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 (Item B of the July 12, 2012, recommendation);
- B. Approve the Interlocal Cost-Sharing Agreement between Emerald Coast Utilities Authority (ECUA) and Escambia County Board of County Commissioners for Engineering Design Services for the Beach Haven Northeast Drainage, Roadway, & Sanitary Sewer Improvement Project; and
- C. Authorize the Chairman or Vice Chairman to sign the Agreement.

Meeting in regular session on July 12, 2012, the Board awarded a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage, Roadway & Sanitary Sewer Project, in the amount of \$999,430. In addition to the Contract, the Board approved, subject to Legal review and sign-off, the Interlocal Cost-Sharing Agreement between ECUA and Escambia County Board of County Commissioners for the Beach Haven Northeast Drainage & Sanitary Sewer Project. Subsequently, ECUA's legal counsel made revisions to the Agreement, changing the title and minor terminology, and removing references to construction costs, since this agreement is for design only. The negotiated fees included in the Contract and the estimated percentage breakdown of fees associated with the sanitary sewer design is estimated at approximately 40 percent for ECUA (\$399,772), and fees associated with roadway and drainage design are estimated at approximately 60 percent of the total design services fee for the County (\$599,658), bringing the total design contract sum to \$999,430. This Interlocal Agreement provides a mechanism for ECUA to reimburse the County for costs incurred and invoiced by Jehle-Halstead associated with the sanitary sewer aspects of the Project, as outlined in the Contract. When the County and ECUA identify funds to proceed with construction, a subsequent Interlocal Agreement will be prepared.

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

That the Board approve two Request for Disposition of Property Forms for the Public Works Department indicating four 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, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including the Department Director and the Acting County Administrator.

5. Recommendation Concerning an Externship Affiliation Agreement between Virginia College, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Externship Affiliation Agreement between Virginia College, LLC, and Escambia County, Florida:

A. Approve the Externship Affiliation Agreement to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of Virginia College; and

B. Authorize the Chairman to sign the Agreement.

6. Recommendation Concerning a Request for Reinstatement of County Property - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Reinstatement of Property Form for four VHF portable radios (Property Numbers: 58027, 58028, 58029 and 58030) to Escambia County Public Safety/Emergency Management Services (EMS) (Cost Center 330302).

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

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

8. Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Charles Bourne, IT Director for the Office of the State Attorney, 1st Circuit

That the Board approve the two Request for Disposition of Property Forms for the Office of the State Attorney, for property which is described and listed on the Forms, with reason for disposition stated. The Information Technology (IT) equipment was stolen from a parked vehicle while attorneys were in Atlanta, Georgia for Depositions.

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

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Fishing Pier adjacent to Casino Beach, from 11:59 p.m., December 31, 2012, to 12:15 a.m., January 1, 2013.

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

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

A. Appoint the following four individuals to a two-year term, effective December 1, 2012, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
4	David W. Fitzpatrick, 4325 Crabtree Church Road, Molino, FL 32577
8	Tina Lynn Sellers, 121 Calle de Sandiago, Pensacola, FL 32502
10	Genevieve English-Charles, 2807 Larkin Street, Pensacola, FL 32514
12	Dorothy Brown, 1422 North 7th Avenue, Pensacola, FL 32503

B. Reappoint the following two individuals to a two-year term, effective December 1, 2012, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
2	Jamie Hall, 3220 Highway 164, McDavid, FL 32568
6	Julie Boutwell, 50 Meharg Road, Molino, FL 32577

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

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

That the Board approve two Request for Disposition of Property Forms for the Escambia County Corrections Department for property to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms.

12. Recommendation Concerning Surplus and Disposition of County Property - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and authorize the disposition of all the assets shown in the listing. All assets on this listing are obsolete, non-functional, or not tangibly present.

13. Recommendation Concerning CRA Meeting Minutes October 18, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #033 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #033, Internal Service Fund (501) in the amount of \$3,110,920, to recognize the remaining June 2012 Flood Insurance proceeds, and to appropriate these funds to complete all associated repairs to County Facilities that were damaged during that time.

2. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 1000 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 15, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 1000 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between the Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$8,750, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for repaving and striping the parking lot; and

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

3. Recommendation Concerning Lexington Terrace Stormwater Retrofit Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price, Indefinite Quantity, Indefinite Delivery Contract for the Lexington Terrace Stormwater Retrofit Project, ITB PD 11-12.057, to Roads, Inc., of NWF, for a total Base Bid amount of \$628,261.15.

[Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012 - \$376,956.69; Fund 101, Escambia County Restricted Fund, Object Code 56301, Cost Center 220310 - \$20,000; Fund 352, Local Option Sales Tax III Fund, Object Code 56301, Project Number 10NE0022, Cost Center 220102 - \$155,011; and Fund 352, Local Option Sales Tax III, Object Code 56301, Project Number 09NE0018, Cost Center 220102 - \$76,293.46]

4. Recommendation Concerning Mechanical Repairs to the County Office Building at 2251 North Palafox - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to McDonald Construction Services, Inc., for Mechanical Repairs to the County Office Building at 2251 North Palafox, PD 11-12.063, in the base bid amount of \$202,500.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project #6FL00130]

5. Recommendation Concerning the Purchase of Two Kubota Tractors with Terrain King Boom Mowers - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Purchase of two Kubota Tractors:

A. Rescind the Board's action of May 17, 2012, authorizing the County to piggyback off of the National Purchasing Partners (NPP) Cooperative, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for two 2012 John Deere 6300 cab tractors, with 2012 Diamond DBR-05 boom mower attachments, PD 11-12.032, to John Deere Company, in the amount of \$172,515.28 (Funding: Fund 175, Cost Center 210402, Object Code 56401); and

B. Authorize the County to piggyback off of the Florida Sheriff's Association Contract 12-10-0905, Specification 18, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for two 2013 Kubota Tractors M108S KB2200, with Terrain King Boom Mowers, PD 12-13.006, to Creel Tractor Company, in the amount of \$189,179.60.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

6. Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission:

A. Approve the Miscellaneous Appropriations Agreement for \$84,265 to be paid from the General Fund (001), Cost Center 110201, Account 58204;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

7. Recommendation Concerning PD 11-12.049, A&E Services for Central Booking and Detention Facility (CBDF) Restoration - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Caldwell Associates Architects, Inc., per the terms and conditions of PD 11-12.049, A&E Services for Central Booking and Detention Facility (CBDF) Restoration, in the amount of \$264,827.

[Funding: Fund 352, Lost III, Cost Center 540115, Object Code 56301, Project Number 13SH2253 - \$40,813; Fund 352, Lost III, Cost Center 540115, Object Code 56201, Project Number 13SH2253 - \$30,395.50; and Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project Number 6FL00155 - \$193,618.50]

8. Recommendation Concerning PD 12-13.002, Wedgewood School Demo & Deconstruction - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 12-13.002, Wedgewood School Demo & Deconstruction, to Virginia Wrecking Co., Inc., for the base bid lump sum in the amount of \$121,399.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project #09PF0023]

9. Recommendation Concerning PD 11-12.062, Jones Creek East Stream Restoration Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price, Indefinite Quantity, Indefinite Delivery Contract PD 11-12.062, Jones Creek East Stream Restoration Project, to Birkshire Johnstone, LLC, in the amount of \$395,281.10.

[Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012 - \$207,531.31; Fund 101, Escambia County Restricted Funds, Object 56301, Cost Center 220310 - \$10,000; Fund 352, Local Option Sales Tax III Fund, Object 56301, Cost Center 220102, Project Number 09NE0018 - \$154,249.79; and Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221010 - \$23,500]

10. Recommendation Concerning Re-conveyance of Real Property Located at 3004 North Guillemard Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the re-conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, as the 120 days maximum time frame has passed:

A. Declare surplus the Board's real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017;

B. Adopt the Resolution authorizing the re-conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Approve the sale price of \$12,182.50 for the 3004 North Guillemard Street property;

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

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

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

11. Recommendation Concerning the Surplus and Sale of Real Property Located at 6622 Hampton Road that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 6622 Hampton Road that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 03-1195-512, Reference Number 26-1S-30-5101-012-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$41,121, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances;

C. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and

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

12. Recommendation Concerning Acceptance of Real Property Located at 413 Rue De Rocheblave in Lieu of the Foreclosure Process - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the acceptance of real property located at 413 Rue De Rocheblave:

A. Approve the Contract for Sale and Purchase authorizing the conveyance of real property located at 413 Rue De Rocheblave in lieu of the foreclosure process. This method is beneficial to the County as it is less expensive and has a more efficient turnaround time frame;

B. Authorize the payment of outstanding taxes. The delinquent tax amount will be added to the sale price;

C. Approve release of the effect of the 2006 Code Enforcement Lien recorded in Official Records Book 5887, at Pages 1720 and 1743, the 2010 Nuisance Abatement Lien recorded in Official Records Book 6629, at Page 1813, and the 2011 Nuisance Abatement Lien recorded in Official Records Book 6770, at Page 428, in the Public Records of Escambia County, Florida;

D. Declare surplus the Board's real property, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002;

E. Authorize the sale of the real property to the bidder with the highest offer received at or above the reassessed minimum bid of \$19,750, which includes compensation for delinquent taxes, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances; and

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

13. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Community & Environment Department.

14. Recommendation Concerning Acquisition of Real Property Located at 3824 Frontera Circle - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the acquisition of real property located at 3824 Frontera Circle:

A. Authorize the purchase of real property located at 3824 Frontera Circle, Account Number 070544410, Reference Number 34-2S-30-0295-029-003; and

B. Approve the Tax Deed purchase price of \$2,790.01, for 3824 Frontera Circle; and

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

[Purchase with resources from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Object Code 56101; and Fund 151, Community Redevelopment Agency, Cost Center 220515, Brownsville CRA, Object Code 56101]

15. Recommendation Concerning Acquisition of Properties Located at 3800 and 3802 Frontera Circle - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning properties located at 3800 and 3802 Frontera Circle within the Brownsville Redevelopment Area (CRA):

- A. Authorize the purchase of two parcels of real property (totaling approximately .11 acres), located at 3800 and 3802 Frontera Circle, from Angel Marie Johnson for the negotiated amount of \$5,000, for both properties, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and
- B. Approve the Contract for Sale and Purchase for the acquisition of the two parcels of real property (totaling approximately .11 acres), located at 3800 and 3802 Frontera Circle; and
- C. Authorize the County Attorney to prepare and Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property, without further action from the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, Object Code 56101]

16. Recommendation Concerning a Change Order to Lewis, Longman & Walker, P.A. for Fees Associated with Florida Department of Environmental Protection Split Sampling and Monitoring - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the Acting County Administrator to execute the following Change Order #2, to pay legal fees associated with Florida Department of Environmental Protection (FDEP) Split Sampling and Monitoring activities at 2906 North Palafox:

Department:	Solid Waste
Division:	Waste Services
Type:	Addition
Amount:	\$7,152.89
Vendor:	Lewis, Longman & Walker, P.A.
Project Name:	Split Sampling and Monitoring at 2906 North Palafox
Contract:	
PO No.:	121350
CO No.:	2
Original Award Amount:	\$46,500.00
Cumulative Amount of Change Orders through CO #2:	\$10,252.89
New Contract Total:	\$56,752.89

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230307]

17. Recommendation Concerning Refinancing of the 2002 Tourist Development Revenue Bonds - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt a Resolution (the "2012 Resolution") authorizing the issuance and sale of not exceeding \$8,500,000 Escambia County, Florida, Tourist Development Refunding Revenue Note, Series 2012 (the "2012 Note"), which the "2012 Resolution" approves the bank loan and issuance of the "2012 Note," and approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the "2012 Note."

(RESOLUTION TO BE DISTRIBUTED UNDER SEPARATE COVER)

18. Recommendation Concerning SR 292 (Perdido Key Drive) – Transfer Project from Escambia County to Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 292 (Perdido Key Drive) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Approve the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;

B. Approve the State of Florida Department of Transportation Assignment Agreement;

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;

D. Approve the Memorandum of Agreement for Project #421011-1-28-01; and

E. Adopt the Resolution authorizing the Chairman to sign the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the Memorandum of Agreement for Project # 421011-1-28-01.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56301, Project #06EN0552; Fund 152 "Southwest Sector," Accounts 110269/56301, Project #08EN0662; and Fund 152, "Sorrento TRIP Program," Accounts 210507/56301, Project #08EN0662]

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on May 11, 2006, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 292 (Perdido Key Drive) from the Alabama State Line to Innerarity Road (including the Intercoastal Waterway Bridge).

Escambia County and Atkins North America, Inc. (formerly known as Post, Buckley, Schuh & Jernigan, Inc.), entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 292 (Perdido Key Drive).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Atkins North America, Inc., from Escambia County to FDOT, essentially reversing the

Contract Agreements.

19. Recommendation Concerning the Public Official Bonds for Commissioners Robertson, May, and Barry - Larry M. Newsom, Acting County Administrator

That the Board approve the following Public Officials Bonds through Fisher-Brown Bottrell Insurance, Inc., as bond agent, and as outlined in Florida Statute 137.04, to be signed by the Chairman and Board of Commissioners and filed with the Clerk of the Circuit Court's Office:

A. Commissioner Wilson B. Robertson, District 1, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8900438, effective November 20, 2012, to November 21, 2016;

B. Commissioner Lumon J. May, District 3, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8959786, effective November 20, 2012, to November 21, 2016; and

C. Commissioner Steven L. Barry, District 5, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8959787, effective November 20, 2012, to November 21, 2016.

[Funds for the cost of these Bonds are budgeted under Risk Management in Cost Center 140835, Object Code 54501]

III. For Discussion

1. Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - Larry M. Newsom, Acting County Administrator

That the Board take the following action concerning an appointment to the Escambia County Value Adjustment Board:

A. Appoint Annie T. Walker, to serve a one-year term, effective November 15, 2012, through November 14, 2013;

OR

B. Appoint Kevin W. White, to serve a one-year term, effective November 21, 2012, through November 20, 2013.

2. Consider Supplemental Budget Amendment #010 for the Sheriff and the Greater Pensacola Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), and the Economic Development Fund (102), in the amount of \$550,000, for the following purposes:

- To transfer \$550,000 from the General Fund to the Economic Development Fund to pay the costs associated with the allocation to the Greater Pensacola Chamber of Commerce
- To provide \$220,000 in additional funding for the Sheriff's Budget
- To decrease the General Fund's reserves for operating by a combined \$770,000

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of a Workers' Compensation Settlement for Former Employee Bonnie Beckett

That the Board approve a workers' compensation settlement for former employee Bonnie Beckett in the amount of \$136,719.08, inclusive of all due attorney's fees and costs. The portion of the settlement representing medical costs (\$19,335.08) is contingent on approval by the Centers for Medicare Services.

18. Items added to the agenda.
19. Announcements.
20. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3510

Proclamations 7.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Adoption of Proclamation

From: Larry M. Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamation.

Recommendation: That the Board adopt the Proclamation proclaiming Wednesday, November 14, 2012, as "National Diabetes Awareness Day" in Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

National Diabetes Awareness Day Proclamation

PROCLAMATION

WHEREAS, diabetes is an incurable and debilitating disease that strikes without warning or reason and affects more than 366 million people worldwide – including nearly 26 million Americans; and

WHEREAS, an additional 280 million people have pre-diabetes – including 7 million Americans – a condition that puts them at the highest risk for developing type 2 diabetes; and

WHEREAS, type 1 diabetes is one of the most common chronic diseases to affect children of all ages, while type 2 diabetes, once thought of as a disease affecting adults only, is increasing fast among children and adolescents; and

WHEREAS, each year, 4.6 million deaths are linked directly to diabetes-related causes, and 50% of people with diabetes do not know that they have the disease; and

WHEREAS, the cost of diabetes to the United States has been estimated at \$174 billion annually, and millions of people with diabetes lack the access to the care, treatment, and education that is needed to manage the disease and prevent its serious and costly complications, including heart disease, stroke, kidney failure, blindness, and lower-limb amputation; and

WHEREAS, an increase in community awareness of risk factors and symptoms related to diabetes can improve the likelihood that people with diabetes receive the attention they need before developing the disease and its devastating complications; and

WHEREAS, the United Nations has designated the current “World Diabetes Day,” November 14th, as an official “United Nations World Health Day” and invites governmental and non-governmental organizations to observe “World Diabetes Day” in order to raise public awareness of diabetes and its related complications.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Wednesday, November 14, 2012, as

“NATIONAL DIABETES AWARENESS DAY”

in Escambia County and calls upon its citizens to observe this day with appropriate programs, activities, and ceremonies supporting this occasion.

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

Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

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

Deputy Clerk

Adopted: November 15, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3455

Proclamations 8.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Years of Service Recognition - Colethia H. Lewis

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Colethia H. Lewis, Senior Office Support Assistant, Extension Service, Community & Environment Department, for her dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Certificate

25 YEARS OF SERVICE

We Hereby Express Our Sincere Appreciation to

Colethia H. Lewis

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

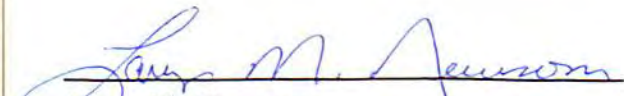
November 2, 1987

And Award This Certificate From

Board of County Commissioners

Escambia County, Florida

November 15, 2012


Larry M. Newsom
Acting County Administrator


Keith Wilkins, Director
Community & Environment Department



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3516

Written Communication 9.

BCC Regular Meeting

Meeting Date: 11/15/2012

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

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

November 5, 2012 - Communication from Mr. Tyrone Vanderhall requesting the Board forgive a Code Enforcement Lien against property located at 1810 West Bobe Street.

Recommendation: That the Board review and consider lien relief request made by Mr. Tyrone Vanderhall against property located at 1810 West Bobe 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.

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

BACKGROUND:

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

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

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

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

January 4, 2007 Request made for special magistrate hearing.

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

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

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

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

Reinspection conducted and violations remained.

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

August 2007 The property was put out for bid.

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

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

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

October 20, 2011 the Board voted to waive the daily fines in the amount of \$7,300.00. The owners failed to pay the lien off within the allowed 60 days.

November 5, 2012 the Office of Environmental Enforcement received a letter from Mr. Vanderhall requesting to appear before the Board again. He stated he is now ready to pay the lien amount approved by the Board on October 20, 2011.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1810 West Bobe Street

Nov. 5, 2012

Dear Mrs. Sandra Skay
I'm Tyrone Vandenhall
requesting you to
please notify the
BCC to reconsider
its discussion in
Nov. 2011 of debt
on 1810 West Bobo.
I was listed second
on property and have
to much money

invested and ~~was~~
would like to redeem
property. Thank
you.

Mr Jyone
Vanderhill

438-3927

606 East Strong



Office of Environmental Enforcement



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

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

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

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

10/14/08 Received copy of "Notice of Compliance with Defendant's First Request for Production between Walter Mortgage Company and Tyrone Vanderhall.

11/25/08 Office Received subpoena Duces Tecum of Non-party without deposition between Walter Mortgage Company and Mr. Vanderhall.

Lien Amount

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



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

CODE ENFORCEMENT LIEN PAYOFF

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

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

Official Records E:

Start Date 10/25

Reimbursement Re:

Amended Order:

Fine Per Day \$0.

Partial Release in
 process through BOCC.
 Customers have until
 December 19, 2011 to pay
 this payoff before fines
 of .7300⁰⁰ are reinstated.

Fine Per Day	Number Of Days Accrued	Accrued Fine							Total Due
0.00	0	\$0.00	\$1,100.00	\$58.50	\$10.00	\$2.00	\$7.00	\$3,980.00	\$5,162.50

B 10/25/11

* Payoff only good thru 12/19/11. \$15,148.50
<14.00/

ZBL

2007 CL 016969

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

7. Written Communication

Motion made by Commissioner Young, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Valentino absent, approving (to collect) A and C (as listed under Budgetary Impact on staff's recommendation; i.e., Administrative Cost, in the amount of \$1,100, and Abatement Fees, in the amount of \$3,980, respectively (thus waiving the Daily Fines, in the amount of \$7,300)), relative to the September 6, 2011, communication from Charles L. Hoffman, Jr., Shell, Fleming, Davis & Menge, representing Mr. and Mrs. Tyrone Vanderhall and Taaka L. Brown, requesting that the Board forgive a Code Enforcement Lien, recorded in Official Record Book 6091, at Page 479, against property located at 1810 West Bobe Street.

Speaker(s):

Charles L. Hoffman, Jr.

8. Proof of Publication

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Valentino absent, waiving the reading of the legal advertisement(s) and accepting, 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, as follows:

A. The following four Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in The Escambia Sun-Press, LLC, on October 6, 2011, for consideration of Petition to Vacate alleyways in Blocks 65 and 66, Pinecrest Subdivision;
- (2) The 5:32 p.m. Public Hearing, advertised in the Pensacola News Journal on October 18, 2011, for consideration of adopting a Resolution concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2010-2011;

(Continued on Page 4)



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

CODE ENFORCEMENT LIEN PAYOFF

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

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

Official Records Book: Page: [View Image](#)

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

[Submit](#) [Reset](#) [Clear](#)

Fine Number Per Of Days Day Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
\$25.00 292	\$7,300.00	\$1,100.00	\$58.50	\$10.00	\$7.00	\$7.00	\$3,980.00	\$12,462.50



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3442

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: 5:32 p.m. Public Hearing – Vacation of Grimes Lane

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of Grimes Lane, on the Board's own motion.

Recommendation: That the Board take the following action concerning the vacation of Grimes Lane (approximately 0.07 acre), on the Board's own motion:

- A. Approve the Vacation of Grimes Lane (approximately 0.07 acre), on the Board's own motion;
- B. Adopt the Resolution to Vacate; and
- C. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

[Funding Source: Fund 175 "Transportation Trust Fund," Account 211602/54901]

Grimes Lane is a county-maintained dirt road located in the Walnut Hill Community, which extends east off South Highway 99 for approximately 1,515 feet. The County has no deeded or dedicated right-of-way for Grimes Lane. Therefore, staff is requesting that the County vacate any interest the County may have in Grimes Lane (approximately 0.07 acre). There are only two property owners whose property abuts Grimes Lane, each having access to his or her property from South Highway 99. These two property owners have been contacted and neither has objections to the requested vacation.

BACKGROUND:

Grimes Lane is a county-maintained dirt road located in the Walnut Hill Community, which extends east off South Highway 99 for approximately 1,515 feet. The County has no deeded or dedicated right-of-way for Grimes Lane. Therefore, Staff is requesting that the County vacate any interest the County may have in Grimes Lane (approximately 0.07 acres). There are only two property owners whose property abuts Grimes Lane, each having access to his or her property from South Highway 99. These two property owners have been contacted and neither has objections to the requested vacation.

There are no encroachment issues involved with this vacation request. Staff have reviewed the request and have no objection to the vacation. All utility companies concerned have been contacted and have no objection to the vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in Fund 175 "Transportation Trust Fund," Account 211602/54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed, Staff will have the documents recorded in the public records, and will have notices published.

Attachments

Resolution

Notice of Adoption

Aerial Map

RESOLUTION NUMBER R_____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyways, or other land in Escambia County, Florida, described as follows:

All that portion of Grimes Lane (R/W Varies) extending east off S. Highway 99 for an approximate distance of 1,515 feet. All lying and being in Section 8, Township 4 North, Range 32 West; Escambia County, Florida, Containing .07 acres more or less.

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

WHEREAS, the Board of County Commissioners, have caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on November 15, 2012, in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

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

All that portion of Grimes Lane (R/W Varies) extending east off S. Highway 99 for an approximate distance of 1,515 feet. All lying and being in Section 8, Township 4 North, Range 32 West; Escambia County, Florida, Containing .07 acres more or less.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on November 15, A.D., 2012, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All that portion of Grimes Lane (R/W Varies) extending east off S. Highway 99 for an approximate distance of 1,515 feet. All lying and being in Section 8, Township 4 North, Range 32 West; Escambia County, Florida, Containing .07 acres more or less.

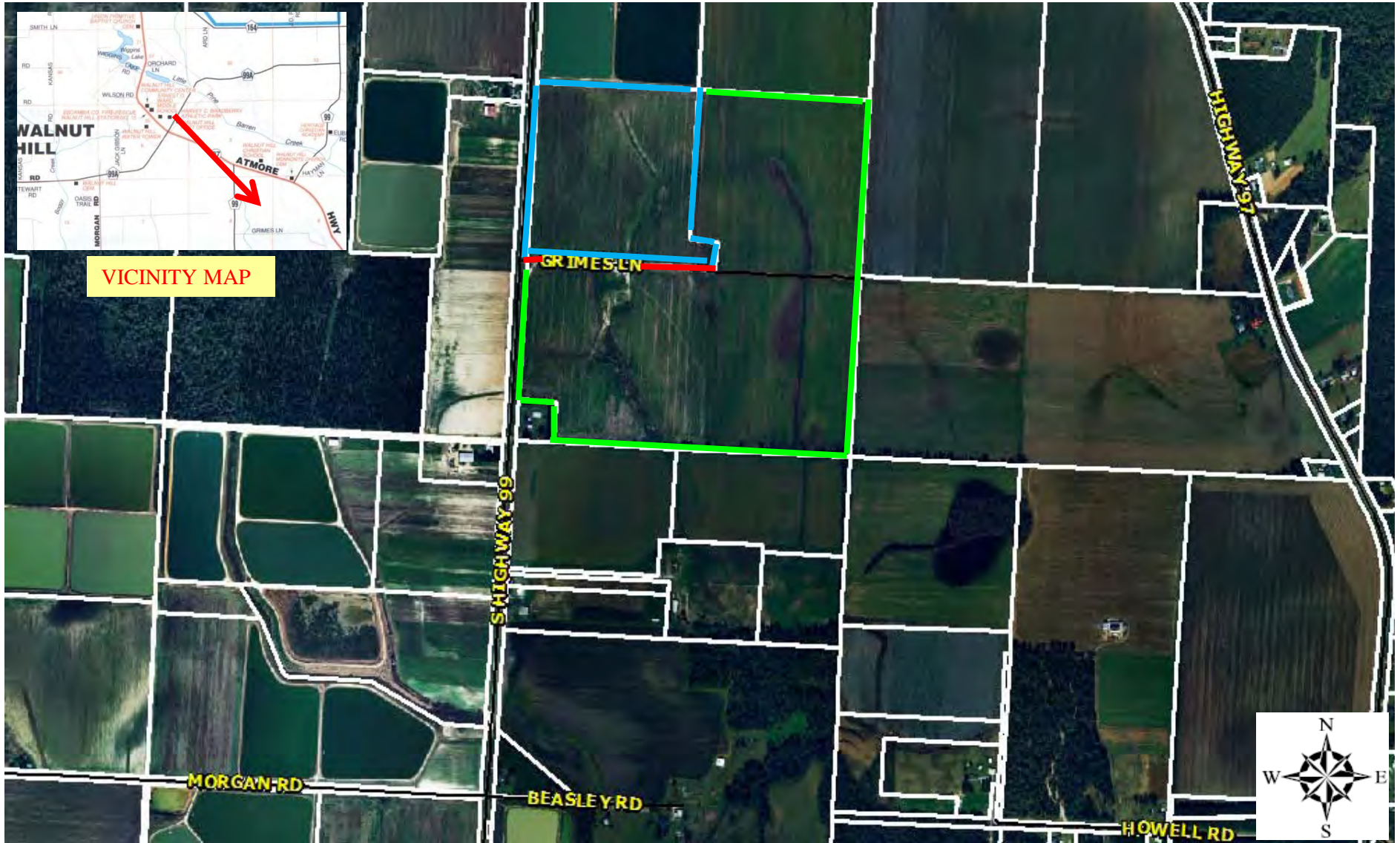
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of November, A.D., 2012.

Board of County Commissioners
Escambia County, Florida

PROPOSED VACATION GRIMES LANE

Petitioner: Boards Own Motion



VICINITY MAP



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 07/18/12 DISTRICT 5

- Proposed Vacation Grimes Lane
- Burton Ward Property
- Brett Ward Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3479

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: 5:33 p.m. Public Hearing – Vacate All Road Rights-of-Way in Mariner Village Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the Petition to Vacate all road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

A. Approve the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common area within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the public records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel

Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates residents also use the Carrier Drive / Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U. S. National Housing Limited Partnership, and as a result, they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, Emergency Management and School Board personnel by means of gate codes, transponders, passes and any other modifications and/or changes to the access system deemed necessary. U. S. National has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

BACKGROUND:

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common area within the boundaries of Mariner Village Subdivision. The final plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14 at Page 93 of the public records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates residents also use the Carrier Drive / Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U. S. National Housing Limited Partnership, and as a result, they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates, Emergency Management and School Board personnel by means of gate codes, transponders, passes and any other modifications and/or changes to the access system deemed necessary. U. S. National has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

There are no encroachment issues involved with this vacation request. All utility companies concerned have been contacted and have requested that utility easements be reserved over the area being vacated, with the understanding that the County will not be responsible for the maintenance of the easements. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Staff has been in contact with Steve Geci, Geci & Associates Engineers, Inc., as agent for the Petitioner.

Attachments

Petition

Hold Harmless Agreement

Resolution

Adoption

Plat Book 14 Page 93

Access Letter

Aerial Map

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

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, and Hornet Court in Escambia County, Florida, a copy of the map thereto being attached hereto as Exhibit "A", and further states as follows:

- 1. That the Petitioner, U.S. National Housing Limited Partnership, presently owns an interest in all of the real property which adjoins said public road rights-of-way. Said public road rights-of-way being more particularly described as follows: the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court, and all other public road rights-of-way, if any, lying within the area described by the property legal description contained in Exhibit B.**
- 2. That the Petitioner, U.S. National Housing Limited Partnership, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 29 Township 2 South Range 31 West and recorded in the public records of Escambia County, Florida.**
- 3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.**

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

Petitioner acknowledges that:

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

U.S. National Housing Limited Partnership

By: U.S National Management Corp., General Partner



Richard W. Fischer, President

531 Carrier Drive
Pensacola, Florida 32506
850-457-0186

Steve Geci, Geci & Associates Engineers, Inc.
Agent's Name

850-432-2929
Agent's Phone Number

November 9, 2010
Date

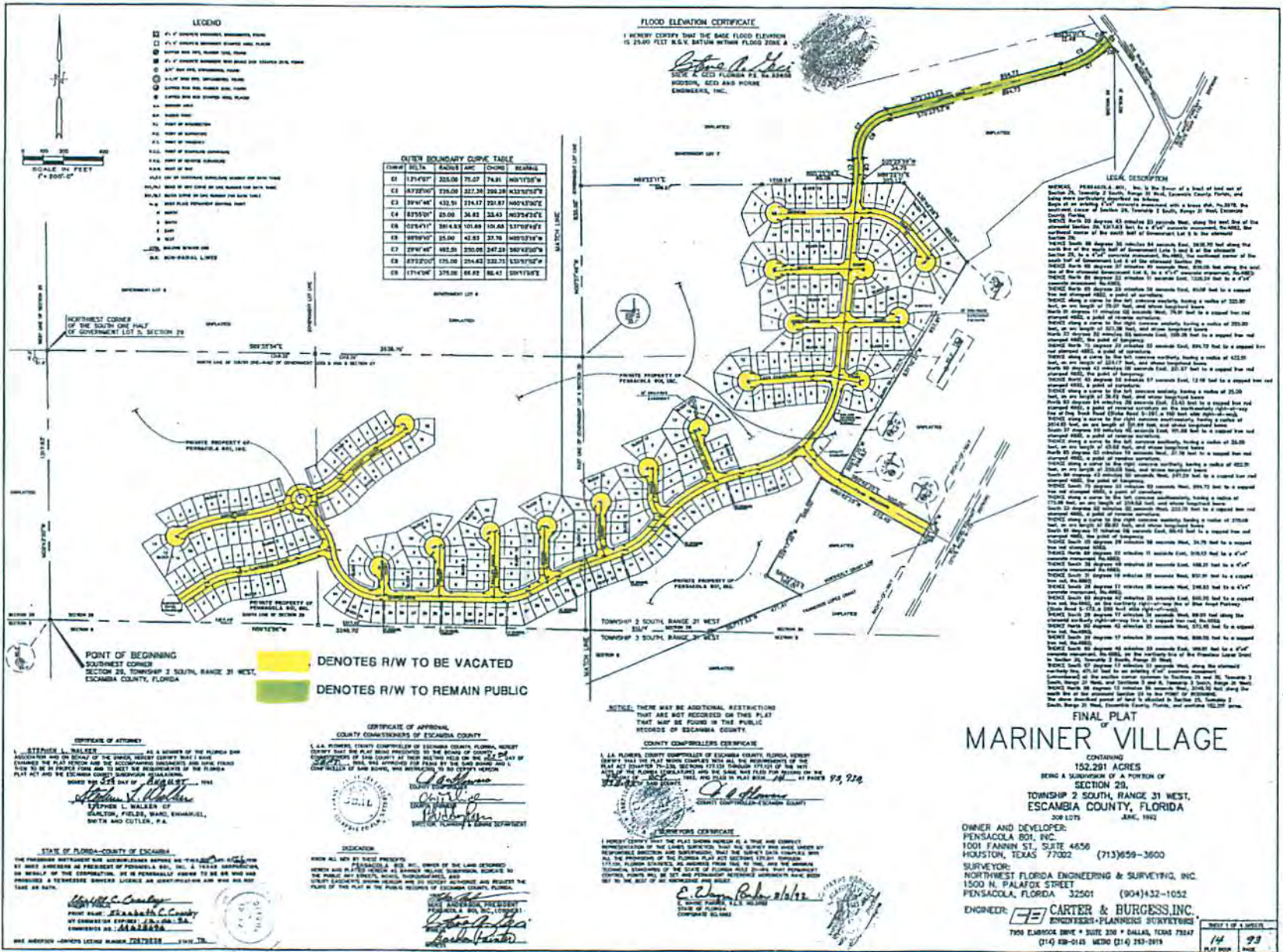


EXHIBIT A

Exhibit "B"
Legal Description

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

HOLD/HARMLESS AGREEMENT

WHEREAS, U. S. National Housing Limited Partnership hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

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

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be completely denied ingress/egress or access to their property by the vacation of

the public rights-of-way which is described herein.

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

Executed in the presence of:

Kelly Webb
Witness
Kelly Webb
Print or type name
Anthony Scichilone
Witness
Anthony Scichilone
Print or type name

U. S. National Housing Limited Partnership

Corporation or Company Name

[Signature]
Petitioner(s)
Richard W. Fischer
Print or type name(s)
Title: President
Date: October 30, 2012

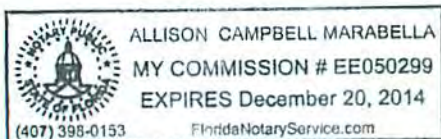
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of October, 2012, by Richard W Fischer as President of U.S. National Housing Limited Partnership. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Allison Campbell Marabella
Notary Public

Allison Campbell Marabella
(Notary Seal must be affixed) Print or type name

Commission Expires: EE050299
Commission Number: 12-30-2014



RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, U. S. National Housing Limited Partnership has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

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

WHEREAS, Petitioner(s), U. S. National Housing Limited Partnership, has caused to be published on _____, A.D., 2012, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held on November 15, 2012 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

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

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed. Provided, however, that the adoption and approval of this resolution by the Board of county Commissioners is conditioned on the vacated area remaining subject to a utility easement, with the understanding that the County will not be responsible for the maintenance of the easement.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
~~Gene M. Valention, Chairman~~

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on November 15, 2012, A.D., 2012, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

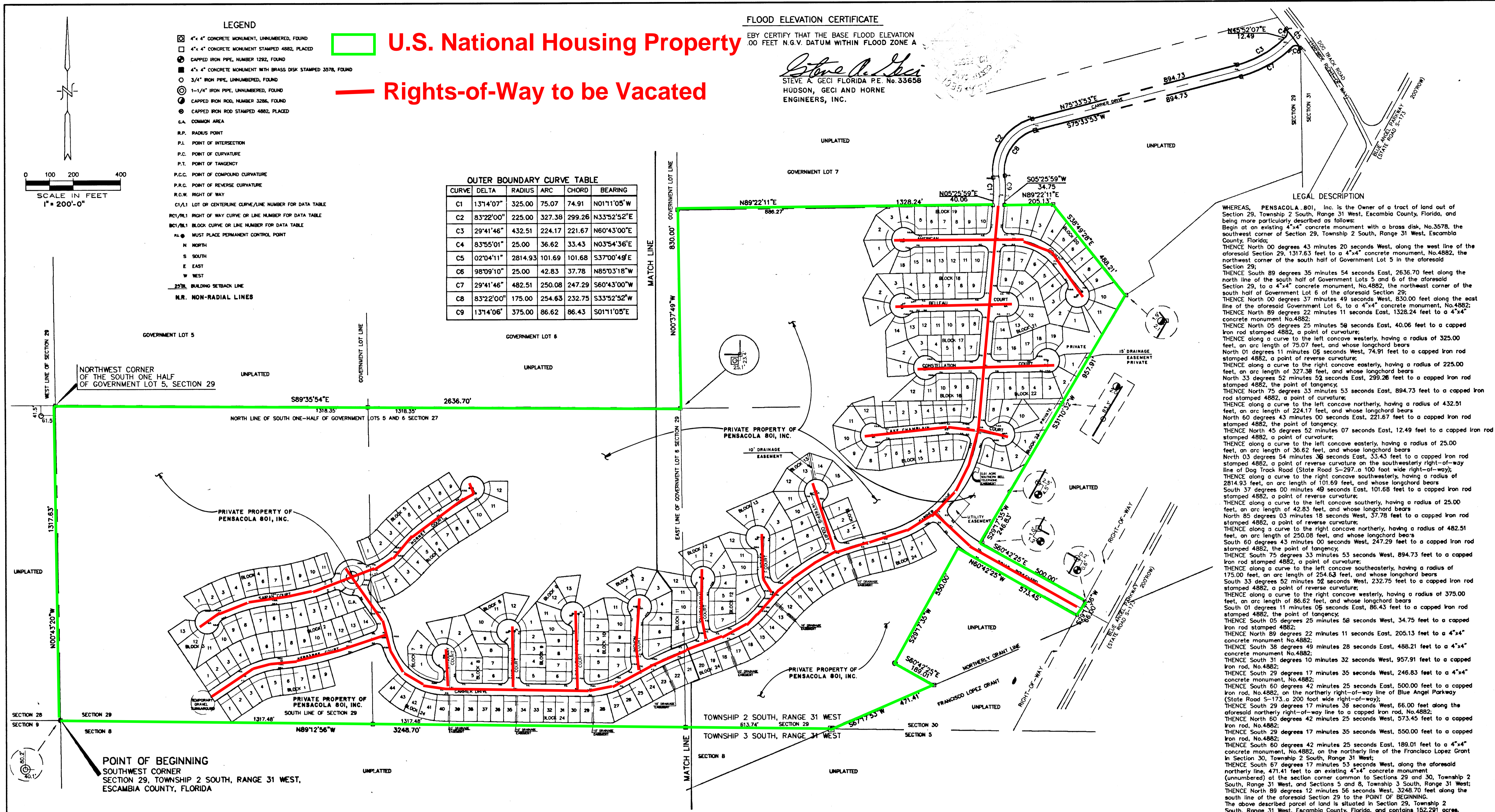
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

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

Board of County Commissioners
Escambia County, Florida

FINAL PLAT MARINER VILLAGE SUBDIVISION / PLAT BOOK 14 PAGE 93

PB 14 PG 93



CERTIFICATE OF ATTORNEY
I, STEPHEN L. WALKER, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.
SIGNED THIS 5th DAY OF August, 1992.
Stephen L. Walker
STEPHEN L. WALKER OF CARLTON, FIELDS, WARD, EMMANUEL, SMITH AND CUTLER, P.A.

STATE OF FLORIDA—COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF July, 1992 BY MIKE ANDERSON AS PRESIDENT OF PENSACOLA 801, INC. A TEXAS CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A TENNESSEE DRIVERS LICENSE AS IDENTIFICATION AND WHO DID NOT TAKE AN OATH.
Elizabeth C. Cranley
PRINT NAME: Elizabeth C. Cranley
MY COMMISSION EXPIRES: 12-06-92
COMMISSION NO.: AA628696
MIKE ANDERSON—DRIVERS LICENSE NUMBER 72879228 STATE, TN.

CERTIFICATE OF APPROVAL
COUNTY COMMISSIONERS OF ESCAMBIA COUNTY
I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 22nd DAY OF SEPTEMBER, 1992, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, COMPTROLLER OF SAID BOARD, WAS INSTRUCTED TO SO CERTIFY HEREOF.
J.A. Flowers
COUNTY COMPTROLLER
Charles
COUNTY ENGINEER
Director, Planning & Zoning Department
DIRECTOR, PLANNING & ZONING DEPARTMENT

DEDICATION
KNOW ALL MEN BY THESE PRESENTS: PENSACOLA 801, INC., OWNER OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS MARINER VILLAGE SUBDIVISION, DEDICATE TO THE PUBLIC ANY STREETS, ROADS, THOROUGHFARES, AND UTILITY EASEMENTS SHOWN HEREON AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
Mike Anderson
MIKE ANDERSON, PRESIDENT
PENSACOLA 801, INC. (OWNER)
Steve A. Geci
STEVE A. GECI
WITNESS
Barbara Painter

COUNTY COMPTROLLERS CERTIFICATE
I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT WITHIN COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-330, SECTIONS 177.151 THROUGH 177.121 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 14th DAY OF SEPTEMBER, 1992, AND FILED IN PLAT BOOK 14 AT PAGES 93, 93A, 93B, 93C OF SAID COUNTY.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT SECTIONS 177.011 THROUGH 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA RULE 21-146; THAT PERMANENT CONTROL POINTS WILL BE SET AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET TO THE BEST OF MY KNOWLEDGE AND BELIEF.
E. Wayne Parmer 8/5/92
E. WAYNE PARMER, R.L.S. NO. 3683
STATE OF FLORIDA
CORPORATE NO. 4882

FINAL PLAT OF MARINER VILLAGE
CONTAINING 152.291 ACRES
BEING A SUBDIVISION OF A PORTION OF SECTION 29,
TOWNSHIP 2 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
300 LOTS JUNE, 1992

OWNER AND DEVELOPER:
PENSACOLA 801, INC.
1001 FANNIN ST., SUITE 4656
HOUSTON, TEXAS 77002 (713)659-3600

SURVEYOR:
NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
1500 N. PALAFOX STREET
PENSACOLA, FLORIDA 32501 (904)432-1052

ENGINEER: **CARTER & BURGESS, INC.**
ENGINEERS-PLANNERS-SURVEYORS
7950 ELMBROOK DRIVE • SUITE 250 • DALLAS, TEXAS 75247
(214) 638-0145 METRO (214) 263-2019

SHEET 1 OF 4 SHEETS
14 93
PLAT BOOK PAGE
JOB NO. 913070010
FILE NO. 01-


MARINER VILLAGE
H O M E S C O R P O R A T I O N

May 29th, 2012

Ms. Joy Blackmon, PE
Escambia County Engineer
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32501

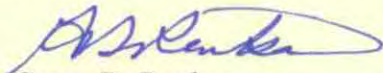
RE: Mariner Village Subdivision
Proposed Right-of-Way Vacation

Dear Ms Blackmon:

This is to provide the requested assurance that all Emergency Management Services (police, ambulance, fire, etc), utility providers, and School Board Transportation will receive gate codes/transponders/passes and any subsequent modifications/changes to the access system, if a locking mechanism is installed on the roadway access gates at Mariner Village Subdivision.

Please let our representative Steve Geci knowl if you need any additional information and we will be happy to comply. Thank you for assisting in our request to vacate the Right-of-Ways at Mariner Village.

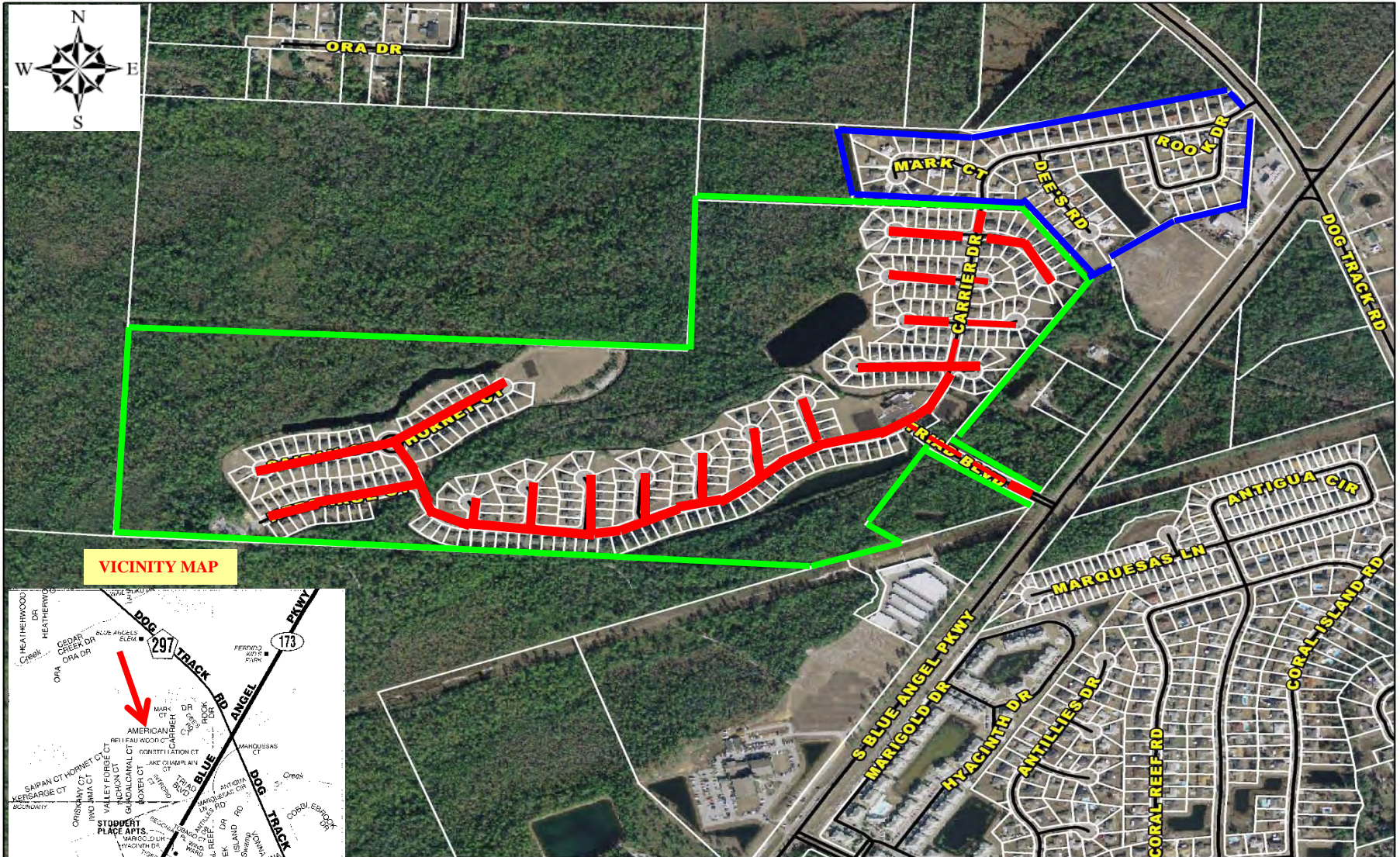
Sincerely,






Gregg D. Renkes
Secretary/General Counsel
U.S. National Housing L.P. / Mariner Village Homes Corporation

PROPOSED VACATION OF ROADS IN MARINER VILLAGE SUBDIVISION

Petitioner: U.S. National Housing Limited Partnership



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 9/25/12 DISTRICT 1

-  Proposed Vacation of Roads in Mariner Village Subdivision
-  U.S. National Housing Limited Partnership Property
-  Lake Cook Estates S/D's / Approximately 100 Lots



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3450

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: 5:34 p.m. Public Hearing – Petition to Vacate a Portion of Water Spray Terrace

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Water Spray Terrace, as petitioned by Louis F. Cook, Jr.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.:

- A. Approve the Petition to Vacate a portion of Water Spray Terrace (approximately 175 square feet), as petitioned by Louis F. Cook, Jr.;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. The Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained, 80' wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray Terrace, which consists of a portion of an attached awning. The encroachment was discovered when the Petitioner had a survey performed relating to the sale of his property.

BACKGROUND:

The Petitioner owns property located at 5810 Balderas Avenue, which is located at the northeast corner of the intersection of Balderas Avenue and Water Spray Terrace and south of Innerarity Point Road. Petitioner is requesting that the Board vacate any interest the County has in a portion of Water Spray Terrace (approximately 175 square feet). Water Spray Terrace is a County-maintained 80' wide right-of-way in the Innerarity Point area. Based on information provided by the Petitioner, there is an encroachment into the right-of-way of Water Spray

Terrace, which consists of a portion of an attached awning. The encroachment was discovered when the Petitioner had a survey performed relating to the sale of his property.

The encroachment is semi-permanent in nature, in that it could be removed without adverse impact to the residence, but would involve some expense. Staff has explored other options with the Petitioner, as required by the County Rights-of-Way Obstructions and Encroachments; Abatement and Alternatives to Abatement Policy. The County has adequate right-of-way and drainage facilities abutting the Petitioners' property, and the owner does not have any other land in the vicinity to exchange. Therefore, a Vacation of the area is being considered.

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

Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the executed documents will be delivered to the Petitioner. The Petitioner will then have the documents recorded in the public records and will advertise the required public notices.

Attachments

Petition

Hold Harmless

Resolution

Adoption

Survey

Aerial Map

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

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

Right of way

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

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

(PARCEL 2)

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 370.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.90 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 5.50 FEET; THENCE WEST AT RIGHT ANGLES 25.00 FEET TO THE POINT OF BEGINNING.

2. That the Petitioner(s), Louis F Cook Jr.
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 14 Township 3 Range 32 West and recorded in _____ of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Lavin F. Cook
Petitioner(s) Name

11268 S CAKEVIEW DR
Street Address

MILTON FL 32583
City State

850-712-6550
Phone Number

Agent's Name

Agent's Phone Number

Date:

HOLD/HARMLESS AGREEMENT

WHEREAS, Louis F Cook Jr
hereafter called "Petitioner(s)" ha_____ requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

*(PARCEL 2)
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 5.50 FEET; THENCE WEST AT RIGHT ANGLES 25.00 FEET TO THE POINT OF BEGINNING.*

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

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

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

Executed in the presence of:

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

Louis F Cook Jr
Petitioner(s)
Louis F Cook Jr
Print or type name(s)
Date: 9-24-12

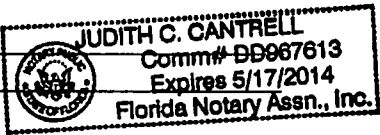
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of September, 2012, by Louis F Cook Jr. He/She is () personally known to me, () produced current Florida/Other Florida driver's license as identification, and/or () produced current _____ as identification.

Judith C Cantrell
Notary Public

Print or type name

(Notary Seal must be affixed)

Commission Expires: _____
Commission Number: _____


BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, Louis F Cook Jr.
ha _____ petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

*(PARCEL 2)
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 5.50 FEET; THENCE WEST AT RIGHT ANGLES 25.00 FEET TO THE POINT OF BEGINNING.*

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

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

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

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

*(PARCEL 2)
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 5.50 FEET; THENCE WEST AT RIGHT ANGLES 25.00 FEET TO THE POINT OF BEGINNING.*

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

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

*(PARCEL 2)
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.90 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 5.50 FEET; THENCE WEST AT RIGHT ANGLES 25.00 FEET TO THE POINT OF BEGINNING.*

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

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

Board of County Commissioners
Escambia County, Florida

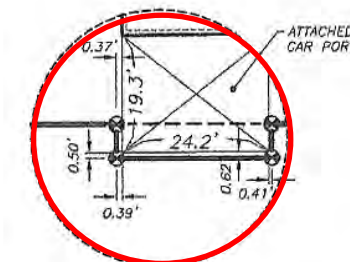
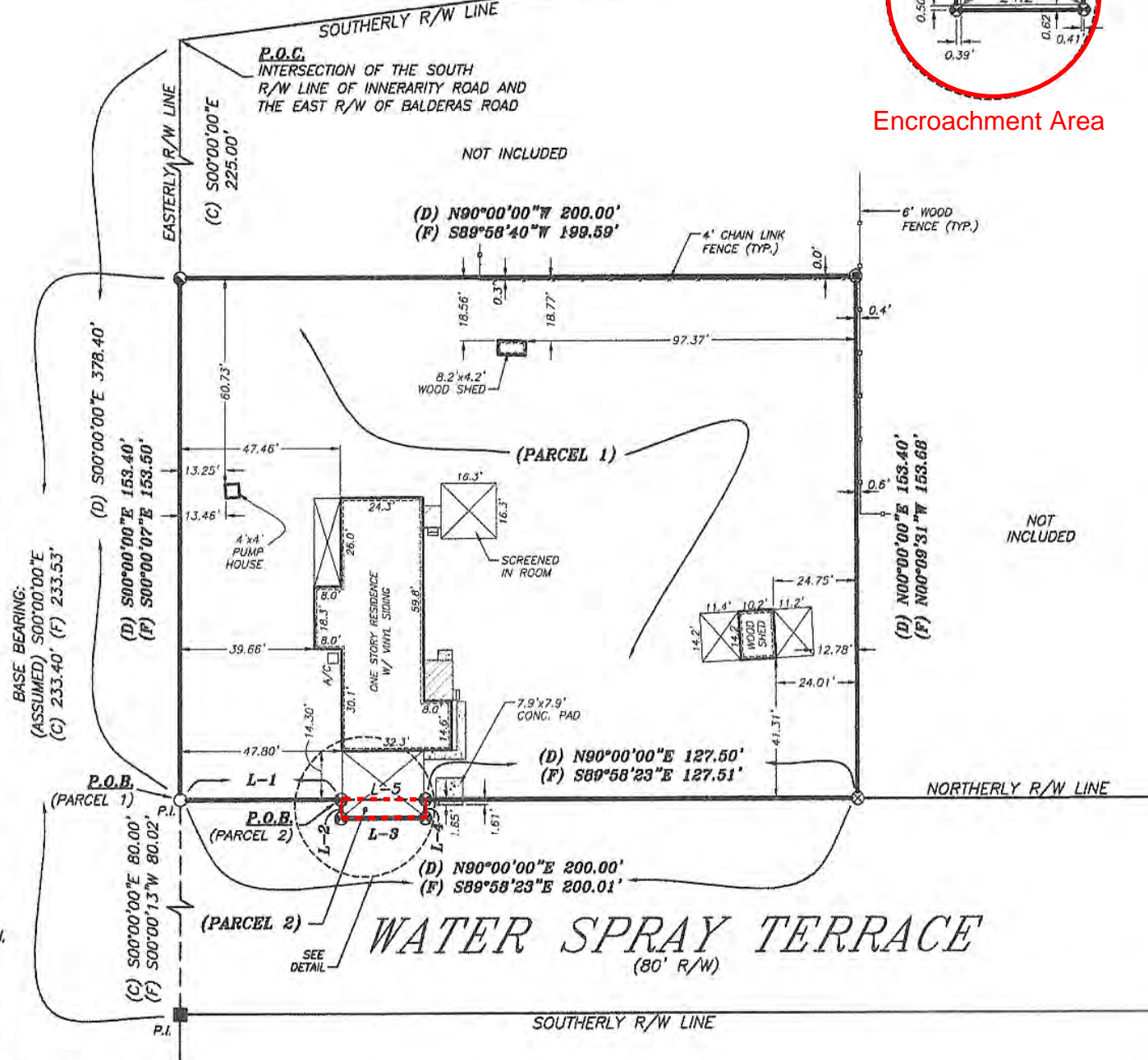
ROD LEGEND	
⊗	FIR 5/8" #5863
⊙	FIR 1/2" #40B2
⊚	FIR 5/8" #40B2
○	FIP 1"
■	FCM 4"x4" NO I.D.#

LINE TABLE	
L-1	(D) N90°00'00"E 47.50' (F) S89°58'23"E 47.50'
L-2	(D) S00°00'00"E 5.50' (F) S00°00'00"E 5.50'
L-3	(D) N90°00'00"E 25.00' (F) N90°00'00"E 25.00'
L-4	(D) N00°00'00"E 5.50' (F) N00°00'00"E 5.49'
L-5	(D) N90°00'00"W 25.00' (F) N89°58'23"W 25.00'



BALDERAS AVENUE
(R/W UNDETERMINED)

INNERARITY ROAD
(R/W UNDETERMINED)



L.E. SHONTZ AND ASSOCIATES, INC.
 LAND SURVEYING AND LAND PLANNING
 4801 TRADERWINDS WAY PENSACOLA, FLORIDA 32514
 PHONE: (904) 399-0515 FAX: (904) 399-0515
 EMAIL: SHONTZ@SHONTZANDASSOCIATES.COM

REQUESTED BY: MELISSA WOODARD DRAWING NO.: 12-14557

NOTES:
 - THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR WRITTEN CONSENT FROM THIS SURVEYOR.
 - ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
 - ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND VISIBLE OBJECTS OBSERVED BY THE UNDERSIGNING SURVEYOR.
 - THE DIMENSIONS OF THE BUILDING AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTING OF THE FOUNDATION.
 - NO TITLE SEARCH WAS PROVIDED TO, NOR PERFORMED BY, L.E. SHONTZ AND ASSOCIATES, INC., FOR THE SUBJECT PROPERTY AS THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SUBJECT PROPERTY.
 - ALL DISTANCES, BEARINGS AND ANGLES ARE AS FIELD MEASURED, DEED OR PLATTED MEASUREMENTS ARE AS NOTED.
 - THE CERTIFICATIONS AS PROVIDED ON THIS SURVEY ARE A STATEMENT OF PROFESSIONAL OPINION BASED ON THE FIELD & DOCUMENTARY EVIDENCE AVAILABLE AT THE TIME OF THIS SURVEY.
 - OWNERSHIP OF FENCES UNKNOWN TO THIS SURVEYOR.
 - DO NOT USE HOUSE TIES TO RECONSTRUCT DEED LINES.

FIP = FOUND IRON PIPE	Δ = CENTRAL ANGLE
FIR = FOUND IRON ROD	R = RADIUS
SIR = SET IRON ROD 5/8"	L = ARC LENGTH
FCM = FOUND CONCRETE MONUMENT	CD = CHORD DISTANCE
SCM = SET CONCRETE MONUMENT	CB = CHORD BEARING
(D) = DEED	EL = ELEVATION
(P) = PLAT	F.F.L. = FINISHED FLOOR ELEVATION
(F) = FIELD	A/C = AIR CONDITIONER
(C) = CALCULATED	R/W = RIGHT-OF-WAY
CONC. = CONCRETE	C/L = CENTERLINE
P.O.C. = POINT OF COMMENCEMENT	P.C.P. = PERMANENT CONTROL POINT
P.O.B. = POINT OF BEGINNING	P.R.M. = PERMANENT REFERENCE MONUMENT (TYP.)
P.O.T. = POINT OF TERMINATION	P.I. = POINT OF INTERSECTION
P.I. = POINT OF INTERSECTION	° = DEGREES
P.C. = POINT OF CURVATURE	' = MINUTES
P.T. = POINT OF TANGENCY	" = SECONDS
P.R.C. = POINT OF REVERSE CURVATURE	T.O.B. = TOP OF BANK
P.C.C. = POINT OF COMPOUND CURVATURE	E.O.H. = EAVE OVERHANG
BSL = BUILDING SETBACK LINE	RES. = RESIDENCE

FLOOD STATEMENT:
 ZONE: "X" BASE FLOOD ELEVATION: N/A
 PANEL NUMBER: 120080-0505-G AS DATED: 9/29/06
 NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PREDICTED ON THE FIRM MAP OR FROM A DRAINAGE PROBLEM NOT SHOWN ON THE FLOOD MAP.

SCALE:	1" = 40'	FIELD DATE	FIELD BOOK	PAGE
BOUNDARY	DRAFTED BY ENT	7/26/12	TRUCK BOOK 3	48
SITE PLAN				
STAKE OUT				
FOUNDATION				
FINAL				

ADDRESS			
5810 BALDERAS AVENUE			
REVISIONS			
DATE	DESCRIPTION	INITIALS	
8/7/12	REVISED DRAWING & DESCRIPTION	ENT	

SECTION 14 TOWNSHIP 3-S RANGE 32-W COUNTY ESC
 BASIS OF BEARING: (ASSUMED) S00°00'00"E, ALONG EAST R/W OF BALDERAS AVE.

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

L.E. SHONTZ AND ASSOCIATES, INC.
 4801 TRADERWINDS WAY PENSACOLA, FLORIDA 32514
 L. E. SHONTZ, PROFESSIONAL SURVEYOR AND MAPPER

DESCRIPTION:
 (PARCEL 1)
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET TO A MONUMENT FOR THE POINT OF BEGINNING; THENCE EAST AT RIGHT ANGLES 200 FEET; THENCE NORTH AT RIGHT ANGLES 153.4 FEET; THENCE WEST AT RIGHT ANGLES 200 FEET; THENCE SOUTH AT RIGHT ANGLES 153.4 FEET TO THE POINT OF BEGINNING.

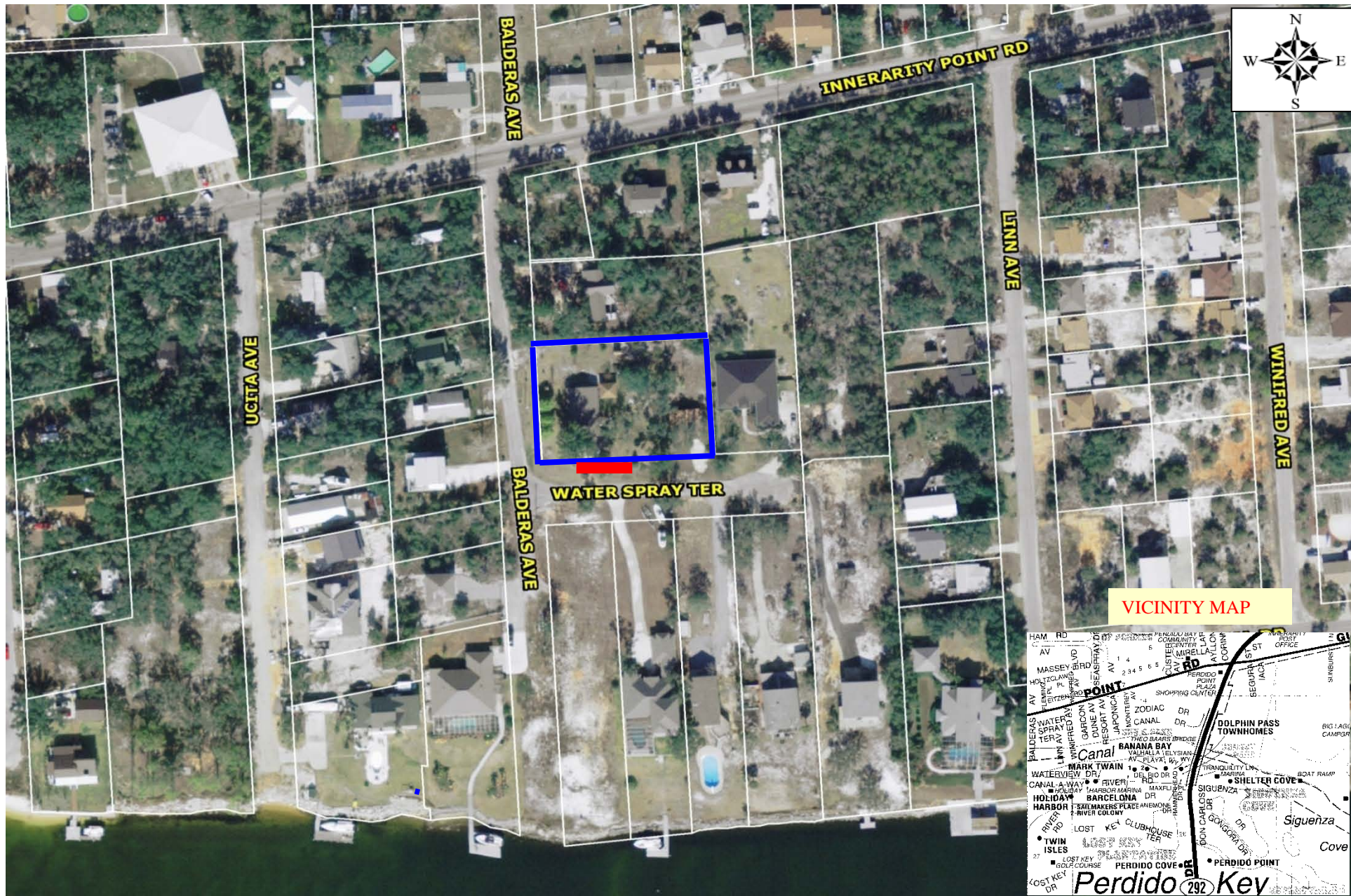
TOGETHER WITH A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(PARCEL 2)
 COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF INNERARITY ROAD AND THE EAST LINE OF BALDERAS AVENUE IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBA COUNTY, FLORIDA, AND FROM THENCE RUN SOUTH 378.4 FEET; THENCE EAST AT RIGHT ANGLES 47.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET; THENCE EAST AT RIGHT ANGLES 25.00 FEET; THENCE NORTH AT RIGHT ANGLES 25.00 FEET; THENCE WEST AT RIGHT ANGLES 5.50 FEET; THENCE SOUTH AT RIGHT ANGLES 5.50 FEET TO THE POINT OF BEGINNING.

CERTIFICATIONS:
 SUPREME LENDING
 BOBBY G. WOODARD
 WILSON, HARRELL, FARRINGTON, FORD, et al., P.A.
 FIRST AMERICAN TITLE INSURANCE COMPANY

PROPOSED VACATION OF A PORTION OF WATER SPRAY TERRACE

Petitioner: Louis F. Cook, Jr.



VICINITY MAP



ESCAMBIA COUNTY
 PUBLIC WORKS DEPARTMENT
 JCC 08/16/12 DISTRICT 2



Louis Cook Parcel



Encroachment Area



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3518

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: 5:35 P.M. Public Hearing to Discuss Funding for the Library System

From: Grover Robinson, District IV Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing to evaluate and discuss funding for the library system, as well as the status of the currently held Agreement between the City of Pensacola and Escambia County.

Recommendation: That the Board conduct the 5:35 p.m. Public Hearing to evaluate and discuss funding for the library system, as well as the status of the currently held Agreement between the City of Pensacola and Escambia County.

BACKGROUND:

At the Board of County Commissioners' Meeting on October 18, 2012, the Board approved a Recommendation to schedule a Public Hearing for November 15, 2012, at 5:35 p.m., to evaluate and discuss the the public library system.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3515

Public Hearings 15.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: 5:36 p.m. Public Hearing - Adoption of a Nuisance Abatement Municipal Services Benefit Unit Ordinance

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing for consideration of adopting a Nuisance Abatement Municipal Services Benefit Unit Ordinance.

Recommendation: That the Board adopt an Ordinance establishing a County-wide Municipal Services Benefit Unit (MSBU) that authorizes Escambia County to impose a special assessment on those properties benefiting from Escambia County summary nuisance abatement efforts.

BACKGROUND:

At its November 1, 2012 meeting, the Board approved setting the public hearing for consideration of adopting a nuisance abatement MSBU ordinance.

Through Section 42-164 of its Code of Ordinances, the Board has established an expedited summary abatement procedure for certain nuisance-based code violations. If a property owner fails to abate violations within a certain time frame, Escambia County abates the violations and records the abatement costs as a lien on the property. Escambia County has experienced difficulty in recovering these costs, particularly in cases involving homesteaded property. The proposed ordinance establishes a County-wide MSBU that authorizes Escambia County to impose a special assessment on those properties benefiting from Escambia County summary nuisance abatement efforts. The special assessment shall be equal to the actual summary nuisance abatement costs and shall be levied only on the parcel receiving the benefit of summary nuisance abatement. Escambia County shall take the necessary steps to collect this special assessment through the uniform collection method, and the special assessment shall have priority against other liens (other than for ad valorem taxes) and shall be recoverable against homesteaded property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan E. Ross, Assistant County Attorney, drafted the attached Ordinance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/a

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING THE NUISANCE ABATEMENT MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF RECOVERING THE ACTUAL COST OF ABATING CERTAIN NUISANCE CONDITIONS IN THE UNINCORPORATED AREA OF ESCAMBIA COUNTY; ESTABLISHING CHAPTER 42, ARTICLE V, SECTION 42-165 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS; AUTHORIZING NON-AD VALOREM ASSESSMENTS TO RECOVER NUISANCE ABATEMENT COSTS; ESTABLISHING NON-AD VALOREM ASSESSMENT NOTICE AND COLLECTION PROCEDURES; AUTHORIZING USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners finds that many properties in Escambia County, including, but not limited to, those that have been abandoned because of pending mortgage foreclosure, have accumulations of junk, trash, debris, living and nonliving plant material, stagnant water, excessive overgrowth of weeds and grass, and other objectionable, unsightly, or unsanitary materials; and

WHEREAS, the Board has previously adopted Ordinance 2010-13, which established a summary nuisance abatement process to expeditiously and efficiently eliminate such nuisance conditions; and

WHEREAS, through its summary nuisance abatement process, Escambia County may abate certain nuisance conditions and charge the resulting abatement costs to the owner of the property in question; and

WHEREAS, Ordinance 2010-13 authorizes Escambia County to record these abatement costs as a lien against the property; and

30 **WHEREAS**, Escambia County frequently encounters difficulty in recovering
31 these abatement costs through repayment, lien satisfaction, and foreclosure, particularly
32 regarding those properties afforded homestead status or being foreclosed by another
33 lender or lien-holder; and

34 **WHEREAS**, Section 125.01, Florida Statutes, authorizes Escambia County to
35 establish municipal service benefit units (MSBUs) that impose special assessments on
36 properties in order to fund municipal services that specially benefit those properties; and

37 **WHEREAS**, such special assessments have priority over other non-tax interests
38 and are therefore recoverable even when the property has been homesteaded or
39 another lender or lien-holder has foreclosed on the property; and

40 **WHEREAS**, to further promote recovery of these nuisance abatement costs,
41 Escambia County may also utilize the uniform method for the levy, collection, and
42 recovery of non-ad valorem assessments pursuant to Chapter 197, Florida Statutes;
43 and

44 **WHEREAS**, because recovery of these nuisance abatement costs enhances the
45 ability of Escambia County to thoroughly respond to nuisance complaints and abate
46 nuisance violations, the Board finds that establishing a nuisance abatement MSBU
47 would promote the public health, safety, and welfare.

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

50 **SECTION 1. RECITALS.**

51 The aforementioned recitals are hereby incorporated into this ordinance as a
52 statement of the legislative intent of the Board of County Commissioners in enacting this
53 ordinance.

54 **SECTION 2. CREATING NUISANCE ABATEMENT MUNICIPAL SERVICES**
55 **BENEFIT UNIT AND ESTABLISHING NON-AD VALOREM ASSESSMENT NOTICE**
56 **AND COLLECTION PROCEDURES.**

57 Chapter 42, Article V, Section 42-165 of the Escambia County Code of
58 Ordinances is hereby established as follows:

59 **Sec. 42-165 Nuisance abatement municipal services benefit unit.**

60 (a) *Municipal services benefit unit created.* The Escambia County Board of
61 County Commissioners hereby creates the nuisance abatement municipal services
62 benefit unit for the purpose of recovering nuisance abatement costs from those
63 properties specially benefitted from the expenditure of County funds for nuisance
64 abatement pursuant to Section 42-164 of this chapter. The unit shall include all
65 property located in the unincorporated area of Escambia County, Florida.

66 (b) *Legislative findings.*

67 (1) If Escambia County utilizes the provisions of Section 42-164 to
68 abate a nuisance condition on property through its summary nuisance abatement
69 process, the property is specially benefitted by the removal of nuisance conditions since
70 abatement enhances the market value of the property and additionally ameliorates
71 nuisance conditions causing health and safety risks for the owners and occupants of the
72 property.

73 (2) Any special assessment levied pursuant to this section shall be
74 levied in an amount equivalent to the actual cost of abating nuisances on the affected
75 property. This represents a fair and reasonable apportionment of the special benefit
76 received because only the individual property receiving the benefit shall be obligated to
77 pay the full amount of the special assessment.

78 (c) *Levy of non-ad valorem assessments to recover nuisance abatement*
79 costs. There is hereby levied, and the Board of County Commissioners is authorized to
80 levy from time to time, a non-ad valorem assessment against each and every property
81 in the unincorporated area of Escambia County on which Escambia County has abated
82 nuisance conditions pursuant to the summary abatement process established by
83 Section 42-164. The non-ad valorem assessment shall be imposed solely on the
84 affected property in an amount equivalent to one-hundred percent (100.0%) of the
85 actual costs incurred by Escambia County in abating the nuisance conditions on the
86 affected property.

87 (d) *Notice.* All notices required by Section 42-164 shall include a notice that
88 failure to abate nuisance conditions or to otherwise pay any due nuisance abatement
89 costs could result in imposition of the non-ad valorem special assessment established
90 by this section.

91 (e) *Collection of non-ad valorem assessments; authorization to use the*
92 *uniform method of collecting non-ad valorem assessments.* The Board of County
93 Commissioners elects to use the uniform method to impose and collect non-ad valorem
94 assessments against properties on which Escambia County has abated nuisance
95 conditions pursuant to the summary abatement process established by Section 42-164.
96 The non ad-valorem assessments collected pursuant to this section will be included in
97 the combined notice for ad-valorem taxes and non-ad valorem assessments as
98 provided by Chapter 197, Florida Statutes. Non-ad valorem assessments collected
99 pursuant to this section are subject to all collection provisions in Section 197.3632,
100 Florida Statutes, including provisions relating to discount for early payment, prepayment

101 by installment method, deferred payment, penalty for delinquent payment, and issuance
102 and sale of tax certificates and tax deeds for nonpayment. All non-ad valorem
103 assessments provided herein shall become a lien upon the property so assessed, prior
104 in dignity to all other liens and encumbrances of record prior to and on the effective date
105 of this ordinance, until said assessments are paid.

106 **SECTION 3. SEVERABILITY.**

107 It is declared the intent of the Board of County Commissioners that if any
108 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid
109 or unconstitutional by a Court of competent jurisdiction, such invalidity or
110 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
111 remaining provisions of this Ordinance.

112 **SECTION 4. INCLUSION IN THE CODE.**

113 It is the intention of the Board of County Commissioners that the provisions of
114 this Ordinance shall become and be made a part of the Escambia County Code; and
115 that the sections of this Ordinance may be renumbered or re-lettered and the word
116 “ordinance” may be changed to “section,” “article,” or such other appropriate word or
117 phrase in order to accomplish such intentions.

118 **SECTION 5. EFFECTIVE DATE.**

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

121 DONE AND ENACTED THIS ____ DAY OF _____, 2012.

122 BOARD OF COUNTY COMMISSIONERS
123 ESCAMBIA COUNTY, FLORIDA
124
125
126

127 ATTEST: ERNIE LEE MAGAHA BY: _____
128 Clerk to the Circuit Court Wilson B. Robertson, Chairman

129
130
131 BY: _____
132 Deputy Clerk

133 (Seal)
134 Enacted:
135 Filed with Department of State:
136 Effective:

DRAFT



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

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

AI-3530

16.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation

Recommendation: The Committee of the Whole (C/W), at the November 8, 2012, C/W Workshop, recommends that the Board take the following action:

- A. Direct staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation (*Ordinance Version*) to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance (*C/W Item 4*);
- B. Approve moving forward to the full Board, for approval (*the recommendation, outlined in the PowerPoint Presentation entitled "Vested Rights Determination," for a proposed Ordinance to: eliminate the Vested Rights Committee; add language to allow the Planning Board to hear vested rights determinations and make the recommendations to the Board of County Commissioners; and waive fees, for documented staff errors, on a case-by-case basis [C/W Item 5]*);
- C. Direct County staff, if and when the Pensacola City Council approves the inclusion of the City of Pensacola into the County Municipal Services Taxing Unit (MSTU) for Library Services, to move appropriately and immediately for all other actionable items, for consideration at the December 6, 2012, Regular Board Meeting (*C/W Item 7*);
- D. Approve transferring the Agreement for Lobbyist Services from the MWW Group, Inc., to the Alcalde & Faye lobbyist firm, in order to retain the County's Lobbyist, Marion Turner, who has transferred from MWW to Alcalde & Faye (*C/W Add-on Item 1*); and
- E. Approve a four cent increase in the Local Option Gas Tax as a dedicated funding source for Escambia County Area Transit (*C/W Add-on Item 2*).

Attachments

#16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

VERSION "A"

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH 42-70 AND REPLACING CHAPTER 42, ARTICLE III, WITH SECTIONS 42-61 THROUGH 42-71 OF THE CODE OF ORDINANCES; THE ESCAMBIA COUNTY NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-71 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 - Purpose.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds that noise exceeding those standards is detrimental to the public health, comfort, convenience, safety and welfare.

Sec. 42-63. - Definitions and rules of construction.

47 (a) For the purposes of administration and enforcement of this article, unless
48 otherwise stated in this article, the following rules of construction shall apply to the text
49 of this article:

50

51 (1) Words used in the present tense shall include the future; and words in the
52 singular number shall include the plural, and the plural the singular, unless the
53 context clearly indicates the contrary.

54

55 (2) The word "shall" is always mandatory and not discretionary; the word
56 "may" is permissive.

57

58 (b) The following words, terms and phrases, when used in this article, shall have the
59 meanings ascribed to them in this section, except where the context clearly indicates a
60 different meaning. Words not defined in this section shall be construed to have the
61 meanings given by common and ordinary use as defined by Webster's New Collegiate
62 Dictionary (G & C Merriam Co., 10th Edition 1993, or subsequent edition). All
63 terminology used in this article, not specifically defined, shall be in conformance with
64 applicable publications of the American National Standards Institute (ANSI) or its
65 successor body.

66

67 *A-weighted sound level* means the sound pressure level in decibels as measured
68 on a sound level meter using the A-weighted network. The level so read is designated
69 dBA.

70

71 *Agricultural* means the land uses where agricultural activities are legally
72 permitted.

73

74 *Commercial* means the land uses where retail sales and services, professional,
75 tourist and other commercial activities are legally permitted.

76

77 *Construction* means any site preparation, assembly, erection, substantial repair,
78 alteration or similar action, but excluding demolition, for or on public or private rights-of-
79 way, structures, utilities or similar property.

80

81 *County Administrator* means the county administrator and/or his designee.

82

83 *Decibel (Db)* means a unit for describing the amplitude of sound, equal to 20
84 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to
85 the reference pressure, which is 20 micronewtons per square meter.

86

87 *Emergency work* means any work performed for the purpose of preventing or
88 alleviating physical trauma or property damage threatened or caused by an existing or
89 imminent peril.

90
91 *Noise* means any sound which annoys or disturbs humans or which causes or
92 tends to cause an adverse psychological or physiological effect on humans. The term is
93 used synonymously with the term "sound."

94 *Noise disturbance* and *sound disturbance* mean any sound in quantities which
95 are or may be potentially harmful or injurious to human health or welfare, animal or plant
96 life or property, or unnecessarily interfere with the enjoyment of life or property,
97 including outdoor recreation, of a reasonable person with normal sensitivities.

98 *Person* means any individual, association, partnership, corporation,
99 governmental agency, business trust, estate, trust, two or more persons having a joint
100 or common interest or any other legal entity, and includes any officer, employee,
101 department, agency or instrumentality of the United States, a state or any political
102 subdivision of a state.

103 *Pure tone* means any sound which can be distinctly heard as a single pitch or a
104 set of single pitches. For the purposes of measurement, a pure tone shall exist if the
105 one-third octave band sound pressure level in the band with the tone exceeds the
106 arithmetic average of the sound pressure levels of the two contiguous one-third octave
107 bands by five decibels for center frequencies of 500 Hz and above, and by eight
108 decibels for center frequencies between 160 and 400 Hz, and by 15 decibels for center
109 frequencies less than or equal to 125 Hz.

110 *Real property line* means an imaginary line along the surface, and its vertical
111 plane extension, which separates the real property owned, rented or leased by one
112 person from that owned, rented or leased by another person, excluding intrabuilding
113 real property divisions.

114 *RMS (root mean square)* means the square root of the mean of a set of squared
115 values.

116 *Sheriff's office* means the Escambia County Sheriff's Department.

117 *Sound* means an oscillation in pressure, stress, particle displacement, particle
118 velocity or other physical parameter, in a medium with internal forces. The description of
119 sound may include any characteristic of such sound, including duration, intensity and
120 frequency. The term is used synonymously with the term "noise."

121 *Sound level* means the weighted sound pressure level obtained by the use of a
122 metering characteristic and weighting A, B or C as specified in American National
123 Standards Institute specifications for sound level meters, ANSI S1.4-1971, or in
124 successor publications. If the weighting employed is not indicated, the A-weighting shall
125 apply.

126 *Sound level meter* means an instrument which includes a microphone, amplifier,
127 RMS detector, integrator or time averager, output meter and weighting networks used to
128 measure sound pressure levels. The output meter reads sound pressure level when
129 properly calibrated, and the instrument is of type 2 or better, as specified in the
130 American National Standards Institute publication S1.4-1971, or its successor
131 publications.

132 *Sound pressure* means the instantaneous difference between the actual
133 pressure and the average or barometric pressure at a given point in space, as produced
134 by the presence of sound energy.

135 *Sound pressure level* means 20 times the logarithm to the base 10 at the ratio of
136 the RMS sound pressure to the reference pressure of 20 micropascals ($20 \times 10^{-6} \text{N/m}^2$).
137 The sound pressure level is denoted L_p or SPL and is expressed in decibels.

138 *Special event permit* means an authorization, issued by the Board of County
139 Commissioners, to exceed the sound level limit for a specified period of time.

140 **Sec. 42-64 – Responsibility for violations.**

141
142 The owner of property, a tenant, a lessee, a manager, an overseer, an agent,
143 corporation or any other person entitled to lawfully possess or who claims lawful
144 possession of such property at a particular time involved shall each be responsible for
145 compliance with this article, and each may be punished for violation of this article. It
146 shall not be lawful defense to assert that some other person caused such sound, but
147 each lawful possessor or claimant of the premises shall be responsible for operating or
148 maintaining such premises in compliance with this article and shall be punishable,
149 whether or not the person actually causing such sound is also punished.

150

151 **Sec. 42-65 – Additional remedies.**

152 The operation or maintenance of any device, instrument, vehicle or machinery in
153 violation of any provisions of this article which endangers the comfort, repose, health
154 and peace of residents in the unincorporated areas of the county is declared to be a
155 public nuisance, and the county is authorized to pursue any and all remedies therefore.
156 Nothing in this article shall be construed to limit any private right of action.

157

158 **Sec. 42-66 – Jurisdiction.**

159

160 The provisions of this article shall apply in the unincorporated area of the
161 Escambia County.

162

163 **Sec. 42-67 – Enforcement standards.**

164

165 Standards for enforcement of this article shall be as determined by the Escambia
166 County Sheriff's Department. Such standards are to be based upon best professional
167 information available to the Sheriff's Department, which are necessitated by changes in
168 sound measuring equipment or changes in prevailing academic, technical or operational
169 criteria.

170

171 **Sec. 42-68 – Sound limitations established; applicability.**

172

173 (a) *Classification of use occupancy.* For the purposes of defining the use occupancy
174 under this article, all premises containing habitually occupied sleeping quarters shall be
175 considered residential use. All premises containing a transient commercial sleeping
176 quarters shall be considered commercial use. All premises containing business where
177 sales, professional or other commercial use is legally permitted, including hospitals,
178 shall be considered commercial use. All premises where manufacturing is legally
179 permitted shall be considered industrial use. In cases of multiple uses, the more
180 restrictive use category shall prevail. Nursing homes, schools, libraries and church uses
181 shall be considered residential uses. Any area not otherwise classified shall conform to
182 commercial standards.

183

184 (b) *Measurement of sound.* Standards, instrumentation, personnel, measurement
185 procedures and reporting procedures to be used in the measurement of sound as
186 provided for in this article shall be those as specified in Sec. 42-67.

187

188 (c) *Maximum permissible sound levels by receiving use occupancy.* No person shall
189 operate or cause to be operated any source of sound from any occupancy in such a
190 manner as to create a sound level which exceeds the limits set forth for the receiving

191 use occupancy category in table I, more than ten percent of any measurement period,
192 which shall not be less than ten minutes when measured at or beyond the property
193 boundary of the land use from which the sound emanates.

194

TABLE I

DECIBEL LIMITS BY RECEIVING LAND USE OCCUPANCY			
Category	Receiving Use Occupancy	Time	Sound Level Limit (dBA)
Residential		7:00 a.m. to 10:00 p.m. After 10:00 p.m. to 6:59 a.m.	60 55
Commercial		7:00 a.m. to 10:00 p.m. After 10:00 p.m. to 6:59 a.m.	65 60
Industrial		At all times	75
Agricultural		At all times	75

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

(d) Exemptions. The following uses and activities shall be exempt from noise level regulations:

1. The unamplified human voice.
2. Air conditioners, when this equipment is functioning in accord with the manufacturer's specifications and in proper operating condition.
3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00 p.m.
4. Lawn maintenance and farming activities between the hours of 7:00 am and 10:00 p.m.
5. Outdoor school events, including athletic and playground activities, whether a public or private school.
6. Construction operations for which building permits have been issued, or

214 construction operations not requiring permits due to ownership of the project by
215 an agency of government, are exempt, providing all equipment is operated in
216 accord with the manufacturers' specifications and with all standard equipment,
217 manufacturers' mufflers and noise-reducing equipment in use and in proper
218 operating condition, between the hours of 7:00 a.m. and 10:00 p.m.

219
220 7. Noises of safety signals, warning devices, emergency pressure relief
221 valves and bells and chimes of churches.

222
223 8. Noises resulting from any authorized emergency vehicle when responding
224 to an emergency call or acting in time of emergency.

225
226 9. Noises resulting from emergency work as defined in Sec 42-62.

227
228 10. Any other noise resulting from activities of a temporary duration permitted
229 by law and for which a license or permit has been granted by the county in
230 accordance with Sec. 42-68 of this article.

231
232 11. The annual Pensacola Interstate Fair, held in October of every year. All
233 other events held at the Pensacola Fairgrounds are not exempt unless in
234 possession of a special event permit as set forth in Sec. 42-68 of this article.

235
236 12. All noises coming from the normal operations of railroad trains.

237
238 13. All noises coming from the normal operations of aircraft (not including
239 scale model aircraft).

240
241 14. Those motor vehicles controlled by § 316.293, Fla. Stat., as amended,
242 except those motor vehicles exempted from coverage.

243
244 15. Motor vehicles as defined in § 316.003, Fla. Stat.

245
246 16. Generators that are used to provide power during an outage, providing
247 that the generator is operating in accordance within the manufacturer's
248 specifications, with all standard equipment, and is in proper operating condition.

249
250 **Sec. 42-69 – Special Event Permits.**

251
252 Outdoor gatherings, dances, shows, sporting events, concerts and other similar
253 outdoor events may obtain a limited waiver of the noise ordinance standards from the
254 Escambia County Board of County Commissioners by obtaining a permit pursuant to
255 the following procedure:

256
257 1. The applicant shall file a permit application with the County Administrator on a
258 form prepared by the County which shall set forth at the minimum:
259

- 260 a. The name and address of the applicant.
261
262 b. The address of the site for the event.
263
264 c. The dates and time of the event.
265
266 d. The activity which will exceed the limits established by the noise
267 abatement ordinance.
268
269 e. The steps that will be taken to minimize the disturbance to the surrounding
270 or neighboring properties.
271
- 272 2. The County Administrator shall provide the permit application as well as any
273 other available information, to the Board of County Commissioners for consideration at
274 a meeting of the Board of County Commissioners.
275
- 276 3. A permit granted by the Board of County Commissioners shall indicate the dates
277 and times during which noise at the subject event may exceed the limits established by
278 the noise abatement ordinance. However, if a permit does not indicate the applicable
279 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
280 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
281 four hours between the hours of 12:00 noon and 10:30 p.m.
282
- 283 4. The Board of County Commissioners may impose any other conditions on the
284 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
285 properties.
286
- 287 5. Violation of the terms or conditions set forth in the permit shall constitute a
288 violation of the Escambia County Noise Abatement Ordinance.
289

290 **Sec. 42-70 – Exceeding sound limitations.**

291
292 It shall be unlawful, except as expressly permitted in this article, to make, cause
293 or allow the making of any noise or sound which exceeds the limits set forth in this
294 article.
295

296 **Sec. 42-71 – Enforcement and Penalties.**

297
298 All violations of this article shall be investigated, cited, processed, adjudicated
299 and punished in the same manner as a misdemeanor by the Escambia County Sheriff's
300 Department or by other sworn law enforcement officers. Upon conviction, a violator
301 may be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail
302 not to exceed 60 days, or by both fine and imprisonment, for each violation.
303

304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340

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 THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions 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 _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

VERSION "B"

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA;
REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH
42-70 OF THE CODE OF ORDINANCES; REPEALING THE COUNTY
NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-69 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 – Purpose.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds that noise exceeding those standards is detrimental to the public health, comfort, convenience, safety and welfare.

Sec. 42-63. – Definitions.

47 As used in this article the following terms, words and phrases and their
48 derivations shall have the meanings given below. When not inconsistent with the
49 context, words used in the present tense include the future, and words in the singular
50 include the plural. The word shall is always mandatory.

51
52 *County* shall mean Escambia County, Florida and its Board of County
53 Commissioners.

54
55 *dBA* shall mean the composite abbreviation for the A-weighted sound level and
56 the unit of sound level, the decibel.

57
58 *Emergency work* means any work performed for the purpose of preventing or
59 alleviating physical trauma or property damage threatened or caused by an existing or
60 imminent peril.

61
62 *Noise* shall mean any sounds or vibrations which annoy or disturb humans or
63 cause or tend to cause adverse psychological effects on humans, and which may be
64 harmful or injurious to the health or welfare of a reasonable person with normal
65 sensibilities or unreasonably interfere with the normal conduct of life, use of property, or
66 outdoor recreation. "Noise" shall include any sounds or vibrations produced by a motor
67 vehicle sound system, "boom box" sounds systems, musical instruments of any type
68 and sound amplification systems of any type.

69
70 *Noise nuisance* shall mean acts or omissions [emissions] which violate public
71 rights, subvert public order, or cause inconvenience or damage to the property of others
72 or to the public generally, by causing, allowing, permitting or continuing "noise" or by
73 causing, allowing permitting or continuing "sound levels" above the decibel limits in this
74 article.

75
76 *Property line* shall mean the imaginary line, including its vertical extension, that
77 separates one parcel of real property upon which noise is produced from another or the
78 vertical and horizontal boundaries of one unit in a multi-unit building or buildings in
79 which noise is produced.

80
81 *Sheriff's deputies* shall mean sworn law enforcement officers employed by the
82 Escambia County Sheriff.

83
84 *Sound level* shall mean the weighted sound pressure level measured with fast
85 response using an instrument complying with the specifications for sound level meters
86 of the American National Standards Institute, Inc. (ANSI).

87
88 *Zoned* shall mean the appropriate zoning category under the Escambia County
89 Development Regulations.

90
91 **Sec. 42-64 – Noise nuisances prohibited.**

92

93 It shall be unlawful for the owner of a parcel of real property or of a unit or units in
94 a multi-unit building or buildings to cause, allow, permit or to continue a noise nuisance
95 on said parcel or in said unit or units, or for any individual to cause a noise nuisance at
96 any location.

97
98 **Sec. 42-65 – Noise nuisances prohibited.**
99

100 (a) It shall be unlawful for the owner of a parcel of real property or of a unit or units in
101 a multi-unit building or buildings to cause, allow, permit or to continue a noise nuisance
102 on said parcel or in said unit or units, or for any individual to cause a noise nuisance at
103 any location.

104
105 (b) It shall be unlawful for the owner of a parcel or real property or of a unit or units in
106 a multi-unit building or buildings, or for any person to cause on public streets or on any
107 parcel, sound levels, as measured at neighboring property lines, which exceed:

108
109 (1) In areas zoned residential and conservation:

110 a. 60 dBA between 7:00 a.m. and 9:59 p.m.

111
112 b. 55 dBA between 10:00 p.m. and 6:59 a.m.

113
114
115 (2) In areas zoned commercial, villages, public or mixed use:

116 a. 70 dBA between 7:00 a.m. and 9:59 p.m.

117
118 b. 65 dBA between 10:00 p.m. and 6:59 a.m.

119
120 (3) In areas zoned agricultural or industrial, 75, dBA at all times.

121
122
123 (c) It shall be unlawful to allow or to cause a noise nuisance to be produced whether
124 measured or not, at any time, in any zoning category.

125
126 (d) Exemptions. The following uses and activities shall be exempt from noise level
127 regulations:

128
129 1. The unamplified human voice.

130
131 2. Air conditioners, when this equipment is functioning in accord with the
132 manufacturer's specifications and in proper operating condition.

133
134 3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00
135 p.m.

136
137 4. Lawn maintenance and farming activities between the hours of 7:00 am
138 and 10:00 p.m.

139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179

5. Outdoor school events, including athletic and playground activities, whether a public or private school.
6. Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government, are exempt, providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition, between the hours of 7:00 a.m. and 10:00 p.m.
7. Noises of safety signals, warning devices, emergency pressure relief valves and bells and chimes of churches.
8. Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
9. Noises resulting from emergency work as defined in section 42-62.
10. Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit has been granted by the county in accordance with section 42-65 of this section.
11. The annual Pensacola Interstate Fair, held in October of every year. All other events held at the Pensacola Fairgrounds are not exempt unless in possession of a special event permit as set forth in section 42-65.
12. All noises coming from the normal operations of railroad trains.
13. All noises coming from the normal operations of aircraft (not including scale model aircraft).
14. Those motor vehicles controlled by § 316.293, Fla. Stat., as amended, are exempt, but not those motor vehicles exempted from coverage.
15. Motor vehicles as defined in § 316.003, Fla. Stat.
16. Generators that are used to provide power during an outage are exempt, providing that the generator is operating in accordance within the manufacturer's specifications, with all standard equipment, and is in proper operating condition.

180 **Sec. 42-66 – Special Event Permits.**

181
182 Outdoor gatherings, dances, shows, sporting events, concerts and other similar
183 outdoor events may obtain a limited waiver of the noise ordinance standards from the
184 Escambia County Board of County Commissioners by obtaining a permit pursuant to

185 the following procedure:

186

187 1. The applicant shall file a permit application with the County Administrator on a
188 form prepared by the County which shall set forth at the minimum:

189

190 a. The name and address of the applicant.

191

192 b. The address of the site for the event.

193

194 c. The dates and time of the event.

195

196 d. The activity which will exceed the limits established by the noise
197 abatement ordinance.

198

199 e. The steps that will be taken to minimize the disturbance to the surrounding
200 or neighboring properties.

201

202 2. The County Administrator shall provide the permit application as well as any
203 other available information, to the Board of County Commissioners for consideration at
204 a meeting of the Board of County Commissioners.

205

206 3. A permit granted by the Board of County Commissioners shall indicate the dates
207 and times during which noise at the subject event may exceed the limits established by
208 the noise abatement ordinance. However, if a permit does not indicate the applicable
209 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
210 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
211 four hours between the hours of 12:00 noon and 10:30 p.m.

212

213 4. The Board of County Commissioners may impose any other conditions on the
214 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
215 properties.

216

217 5. Violation of the terms or conditions set forth in the permit shall constitute a
218 violation of the Escambia County Noise Abatement Ordinance.

219

220 **Sec. 42-67 – Additional remedies.**

221 The operation or maintenance of any device, instrument, vehicle or machinery in
222 violation of any provisions of this article which endangers the comfort, repose, health
223 and peace of residents in the unincorporated areas of the county is declared to be a
224 public nuisance, and the county is authorized to pursue any and all remedies therefore.
225 Nothing in this article shall be construed to limit any private right of action.

226

227 **Sec. 42-68 – Enforcement and Penalties.**

228

229 All violations of this article shall be investigated, cited, processed, adjudicated
230 and punished in the same manner as a misdemeanor by the Escambia County Sheriff 's
231 Department or by other sworn law enforcement officers. Upon conviction, a violator
232 may be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail
233 not to exceed 60 days, or by both fine and imprisonment, for each violation.
234

235 **Sec. 42-69 – Territorial effect.**
236

237 This article shall be effective in all areas of unincorporated Escambia County.
238

239 **SECTION 2. SEVERABILITY.**
240

241 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
242 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
243 way affect the validity of the remaining portions of this Ordinance.
244

245 **SECTION 3. INCLUSION IN THE CODE.**
246

247 It is the intention of the Board of County Commissioners that the provisions of
248 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and
249 that the sections, subsections and other provisions of this Ordinance may be
250 renumbered or relettered and the word "ordinance" may be changed to "section",
251 "article", or such other appropriate word or phrase in order to accomplish such
252 intentions.
253

254 **SECTION 4. EFFECTIVE DATE.**
255

256 This Ordinance shall become effective upon filing with the Department of State.
257

258 DONE AND ENACTED THIS _____ DAY OF _____, 2012.

259 BOARD OF COUNTY COMMISSIONERS
260 ESCAMBIA COUNTY, FLORIDA
261

262 , Chairman

263 ATTEST: ERNIE LEE MAGAHA
264 Clerk of the Circuit Court
265

266 Deputy Clerk
267

268
269
270 (Seal)
271
272

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

VERSION "C"

ORDINANCE 2012-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA;
REPEALING CHAPTER 42, ARTICLE III, SECTIONS 42-61 THROUGH
42-70 OF THE CODE OF ORDINANCES; REPEALING THE COUNTY
NOISE ABATEMENT ORDINANCE; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida specifically § 125.01(1), Fla. Stat.; and

WHEREAS,

WHEREAS,

WHEREAS,

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

Section 1. REPEAL AND REPLACE. Chapter 42, Article III, sections 42-61 through 42-70 is hereby repealed in its entirety and replaced with sections 42-61 through 42-71 as follows:

Sec. 42-61 – Short Title.

This ordinance shall be known as the Escambia County Noise Abatement Ordinance.

Sec. 42-62 – Purpose and Findings of Fact.

It is the purpose of this article to provide appropriate noise standards throughout the unincorporated areas of Escambia County. The Board of County Commissioners finds:

1. That noise exceeding those standards is detrimental to the public's quality of life, health, comfort, convenience, safety and welfare.

47 2. Excessive noise or vibration can cause adverse psychological and
48 physiological effects on humans.

49
50 3. A substantial body of science and technology exists by which noise may
51 be measured and substantially abated.

52
53 **Sec. 42-63 – Scope**

54
55 This chapter shall be effective throughout the unincorporated area of Escambia County.

56
57 **Sec. 42-64 – Terminology, standards, and definitions.**

58
59 (a) *Terminology and standards.* All technical acoustical terminology and standards
60 used in this chapter which are not defined in subsection (b) shall be read or construed in
61 conformance with the American National Standards Institute, Inc. ("ANSI") publication
62 entitled "Acoustical Terminology," designated as ANSI S1.1-1960, or its successor
63 publication.

64
65 (b) *Definitions.* The following words, terms and phrases, when used in this chapter,
66 shall have the meanings ascribed to them in this section, unless the context clearly
67 indicates a different meaning:

68
69 (1) *A-weighted sound pressure level* shall mean the sound pressure level, in
70 decibels, as measured on a sound level meter using the A-weighting network.
71 The level so read shall be designated as dB(A).

72
73 (2) *Ambient noise level* shall mean the total outdoor sound pressure level at a
74 location due to all normally occurring sound sources.

75
76 (3) *ANSI* shall mean the American National Standards Institute.

77
78 (4) *Construction* shall mean any site preparation, assembly, erection,
79 substantial repair, alteration, or similar action, for or on public or private
80 thoroughfares, structures, utilities or similar property.

81
82 (5) *Decibel or dB* shall mean a unit for describing the amplitude of sound,
83 equal to twenty (20) times the logarithm to the base 10 of the ratio of the
84 pressure of the sound measured to the reference pressure, which is twenty (20)
85 micropascals per square meter.

86
87 (6) *Demolition* shall mean any dismantling, destructing or razing of structures,
88 utilities, public or private thoroughfares, or similar property.

89
90 (7) *Emergency* shall mean any occurrence or circumstance involving actual or
91 imminent physical death or trauma, or property damage, demanding immediate
92 emergency work or service.

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137

(8) *Emergency work or emergency service* shall mean any labor performed for the purpose of preventing or alleviating, or attempting to prevent or alleviate, an emergency.

(9) *Equivalent sound pressure level (Leq)* shall mean a sound level descriptor based on the average acoustic intensity over time. Leq is intended as a single number indicator to describe the mean energy or intensity level over a specified period of time during which the sound level fluctuated. Leq is measured in dB and must be A-weighted.

(10) *Leq*, see definition for "equivalent sound pressure level."

(11) *Multifamily residential dwelling* shall mean a building designed or used exclusively for residential occupancy by two (2) or more families.

(12) *Multifamily residential dwelling unit* shall mean the portion of a multifamily residential dwelling designed or used exclusively for residential occupancy by only one (1) family.

(13) *Noise* shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or may injure a man or woman of normal sensitivities.

(14) *Noise-sensitive zone* shall mean a quiet zone where serenity and quiet are of extraordinary significance, which is open or in session, and which is demarcated by conspicuous signage identifying it as a noise-sensitive or quiet zone. Noise-sensitive zones may include schools, public libraries, churches, hospitals, nursing homes, and other areas defined as such pursuant to a resolution adopted by the Board of County Commissioners.

(15) *Person* shall mean an individual, association, partnership, or corporation, including any officer, employee, department, agency or instrumentality of the United States, the state or any political subdivision thereof.

(16) *Plainly audible sound* shall mean any sound that is easily detected by a listener above background noises.

(17) *Property line* shall mean an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by a person from the real property owned, rented or leased by another person. Where the real property owned, rented or leased by a person abuts a waterbody, the term "property line" shall mean the established normal high water elevation of the waterbody.

- 138 (18) *Public right-of-way* shall mean any street, avenue, boulevard, highway,
139 sidewalk, alley, or similar place normally accessible to the public which is owned
140 and controlled by the county.
- 141
- 142 (19) *Pure tone* shall mean any sound which can be distinctly heard as a single
143 pitch or a set of single pitches.
- 144
- 145 (20) *Residential areas* means recorded and unrecorded subdivisions and those
146 areas in which there is a concentration of residential dwelling units on lots or
147 tracts of less than five (5) acres.
- 148
- 149 (21) *RMS sound pressure* shall mean the square root of the time averaged
150 square of the sound pressure.
- 151
- 152 (22) *Single-family residential dwelling* shall mean a detached dwelling
153 containing complete housekeeping facilities for only one (1) family, designed for
154 or occupied exclusively by one (1) family for usual domestic purposes, and
155 having no enclosed space or cooking facilities or sanitary facilities in common
156 with any other dwelling.
- 157
- 158 (23) *Single-family residential dwelling lot* shall mean the parcel of land upon
159 which a single family residential dwelling is located.
- 160
- 161 (24) *Sound* shall mean an oscillation in pressure, stress, particle displacement,
162 particle velocity or other physical parameter, in a medium (typically air). The
163 description of sound may include any characteristic of such sound, including
164 duration, intensity, and frequency.
- 165
- 166 (25) *Sound level* shall mean the sound pressure level obtained by the use of a
167 sound level analyzer using weighting A, B, or C as specified in American National
168 Standards Institute specifications for sound level analyzers (ANSI S1.4-1971), or
169 successor publications. If the weighting employed is not indicated, the A-
170 weighting shall apply.
- 171
- 172 (26) *Sound level analyzer* shall mean an instrument which includes a
173 microphone, amplifier, RMS detector, integrator or time averager, output meter,
174 and weighting network used to measure sound pressure levels. The output
175 analyzer reads sound pressure level when properly calibrated. The sound level
176 analyzer shall be of Type 2 or better, as specified in the American National
177 Standards Institute publication entitled "Specifications for Sound-Level Meters,"
178 designated as ANSI S1.4-1971 or successor publications.
- 179
- 180 (27) *Sound pressure* shall mean the instantaneous difference between the
181 actual pressure and the average or barometric pressure at a given point in
182 space, as produced by the presence of sound energy.
- 183

184 (28) *Sound pressure level* shall mean twenty (20) times the logarithm to the
185 base ten (10) of the ratio of the RMS sound pressure to the reference pressure of
186 twenty (20) micro-Pascals per square meter. The sound pressure level is
187 denoted Lp (or SPL) and is expressed in decibels.
188

189 (29) *Use* shall mean any activity, event, operation or facility which creates
190 noise.
191

192 (30) *Vibration measuring device (VMD)* means a three (3) component vibration
193 measuring device.
194

195 (31) *Vibration* shall mean a periodic motion of the particles of an elastic body or
196 medium in alternatively opposite directions from the position of equilibrium when
197 that equilibrium has been disturbed; the action of vibrating; the state of being
198 vibrated. As applied in this chapter shall mean ground-borne vibration.
199

200 **Sec. 42-65 – Maximum permissible sound levels; land use acoustic categories;**
201 **times; measurement descriptors; and adjustment for character of sound.**
202

203 (a) Table 1 lists land use acoustic categories described by the letter symbol A, B, C,
204 and D. These land use acoustic categories are to be used for the correlating times set
205 forth in Table 2, the Sound Level Limits. Subject to subsections (b), (c), and (d) of this
206 section, the sound level limits set forth in Table 2 by the land use acoustic categories
207 described in Table 1, shall not be exceeded at the receiving property line by noise
208 emanating from either the same land use acoustic category or by a different land use
209 acoustic category. (For example, the sound level limit for a noise sensitive zone at any
210 time is 55 dB(A) as shown in Table 2. This sound level limit of fifty-five (55) dB shall not
211 be exceeded by noise emanating from a residential area at any time although the noise
212 level limit of the residential property is sixty-five (65) dB(A) from 7:00 a.m. until 10:00
213 p.m.).
214

215 TABLE 1—LAND USE ACOUSTIC
216 CATEGORIES
217

Letter Symbol for Land Use Acoustic Category	Description of Land Use Acoustic Category
A	Noise-sensitive zone.
B	Residential areas, hotels, motels, time share condominiums, picnic areas, recreation areas, playgrounds, active sports areas, or parks.
C	Commercial or professional/office areas where commerce, e.g. retail sales, and/or professional services are offered, or areas zoned as such, excluding commercial areas used for industrial uses.
D	Industrial or commercial areas where manufacturing,

production/shipping, or other industrial uses occur.

218
219
220
221
222

TABLE 2—TIME AVERAGED (LEQ)
A-WEIGHTED SOUND PRESSURE
LEVEL LIMITS

Land Use Acoustic Category*	Time	Sound Level db(A)
A	Any time	55
B	7:00 a.m. to 10:00 p.m.	65
B	10:00 p.m. to 7:00 a.m.	55
C	7:00 a.m. to 10:00 p.m.	65
C	10:00 p.m. to 7:00 a.m.	60
D	Any time	75

223

*See Table 1 above for correlation of letter symbol with description of land use acoustic category.

224
225
226

(b) For any source of sound which emits a pure tone, the sound level limits set forth in Table 2 shall be reduced by five (5) dB(A).

227
228
229

(c) The land use acoustic categories set forth in subsection (a) shall be subject to existing special use permits, special exceptions, conditional zoning, nonconforming uses, and variances.

230
231
232

(d) Existing commercial uses as of the adoption date of this ordinance shall comply with the noise and vibration standards no later than six (6) months from said adoption date.

233
234
235
236

(e) Existing industrial uses as of the adoption date of this Ordinance shall comply with the noise and vibration standards no later than one (1) year from said adoption date.

237
238
239
240

Sec. 42-66 – Measurement of sound.

241
242
243

(a) Sound shall be measured with a sound level analyzer.

244
245
246

(b) The sound level shall be measured at a distance no closer than the property line of the parcel or lot from which the sound is emanating.

247
248

- 249 (c) A measurement period shall not be less than fifteen (15) minutes, must be
250 continuous, must be taken at the time when normal operation of any loud noise source
251 is occurring, and must report the Leq value for the time period.
252
- 253 (d) The sound being measured shall be representative of the sound which instigated
254 the complaint.
255
- 256 (e) A measurement shall be recorded so as to secure and ensure an accurate
257 representation of the sound.
258
- 259 (f) A measurement should be taken at approximately five (5) feet above the ground
260 or surface away from any obstructing or reflecting surface.
261
- 262 (g) A microphone windscreen shall be required to avoid wind noise biasing of a
263 measurement.
264
- 265 (h) All manufacturer's directions on the operation of the sound level analyzer shall be
266 followed (e.g., proper microphone angle).
267
- 268 (i) All sound level analyzers used for measurement shall be in conformance with
269 ANSI S1.4-1983 or successor publications.
270
- 271 (j) Instrumentation for sound level measurements shall be type 2 or better (ANSI
272 S1.4-1971) and must be capable of reporting values for the equivalent sound level (Leq)
273 in the units of dB, A-weighted (dB(A)).
274
- 275 (k) All octave and third octave band filter sets of the sound level analyzer shall be in
276 conformance with ANSI S1.11-1976 or successor publications.
277
- 278 (l) Calibration of all instruments, components, and attachments shall conform to the
279 latest ANSI standards.
280
- 281 (m) Measurements for sound shall be made by individuals trained in a noise
282 measurement program.
283

284 **Sec. 42-67 – Prohibited acts.**
285

- 286 (a) Subject to the provisions of sections 42-__ and 42-__, no person shall produce,
287 cause to be produced, or allow to be produced, by any means, any sound within any
288 private or public property, including a right-of-way, which sound, when measured
289 pursuant to section 42-__, exceeds the applicable sound level limits set forth in section
290 42-__.
291
- 292 (b) Subject to the provisions of sections 42-__ and 42-__, no person shall produce,
293 cause to be produced, or allow to be produced, by any means, any ground-borne

294 vibration at or beyond the property line of the parcel or lot from which the vibration is
295 emanating in excess of that indicated in Table 6 as measured by the V.M.D

296
297 **TABLE 6—MAXIMUM ALLOWABLE GROUND-BORNE VIBRATION DISPLACEMENT**

Frequency (Cycles per Second)	Vibration Displacement (In Inches)	
	Steady State	Impact
Under 10	.0005	.0010
10—19	.0004	.0008
20—29	.0003	.0006
30—39	.0002	.0004
40 & Over	.0001	.0002

298
299 **Sec. 42-68 – Exemptions.**

300 The following uses and activities shall be exempt from noise level regulations:

- 301 1. The unamplified human voice.
- 302
- 303 2. Air conditioners are exempt when this equipment is functioning in accord with the
304 manufacturer's specifications and in proper operating condition according to standards
305 promulgated by the American Refrigeration Institute. The same exception shall apply to
306 lawn mowers and agricultural equipment operated during daylight hours with original
307 mufflers and noise reducing equipment in use.
- 308
- 309
- 310
- 311 3. Garbage and refuse collection between the hours of 7:00 a.m. and 10:00 p.m.
- 312
- 313 4. Lawn maintenance and farming activities between the hours of 7:00 am and
314 10:00 p.m.
- 315
- 316 5. Outdoor school events, including athletic and playground activities, whether a
317 public or private school.
- 318
- 319 6. Construction operations for which building permits have been issued, or
320 construction operations not requiring permits due to ownership of the project by an
321 agency of government, are exempt, providing all equipment is operated in accord with
322 the manufacturers' specifications and with all standard equipment, manufacturers'
323 mufflers and noise-reducing equipment in use and in proper operating condition,
324 between the hours of 7:00 a.m. and 10:00 p.m.
- 325
- 326 7. Noises of safety signals, warning devices, emergency pressure relief valves and
327 bells and chimes of churches.
- 328

- 329 8. Noises resulting from any authorized emergency vehicle when responding to an
330 emergency call or acting in time of emergency.
331
- 332 9. Noises resulting from emergency work as defined in section 42-___.
333
- 334 10. Any other noise resulting from activities of a temporary duration permitted by law
335 and for which a license or permit has been granted by the county in accordance with
336 section 42-69 of this section.
337
- 338 11. The annual Pensacola Interstate Fair, held in October of every year. All other
339 events held at the Pensacola Fairgrounds are not exempt unless in possession of a
340 special event permit as set forth in section (42-69).
341
- 342 12. All noises coming from the normal operations of railroad trains are exempt.
343
- 344 13. All noises coming from the normal operations of aircraft (not including scale
345 model aircraft) are exempt.
346
- 347 14. Those motor vehicles controlled § 316.293, Fla. Stat., as amended, are exempt,
348 but not those motor vehicles exempted from coverage.
349
- 350 15. Motor vehicles defined in § 316.003, Fla. Stat., are exempt.
351
- 352 16. Generators that are used to provide power during an outage are exempt,
353 providing that the generator is operating in accordance within the manufacturer's
354 specifications, with all standard equipment, and is in proper operating condition.
355

356 **Sec. 42-69 – Special Event Permits.**
357

358 Outdoor gatherings, dances, shows, sporting events, concerts and other similar
359 outdoor events can obtain a limited waiver of the noise ordinance standards from the
360 Escambia County Board of County Commissioners by obtaining a permit pursuant to
361 the following procedure:
362

- 363 1. The applicant shall file a permit application with the County Administrator on a
364 form prepared by the County which shall set forth at the minimum:
365
- 366 a. The name and address of the applicant.
367
 - 368 b. The address of the site for the event.
369
 - 370 c. The dates and time of the event.
371
 - 372 d. The activity which will exceed the limits established by the noise
373 abatement ordinance.
374

375 e. The steps that will be taken to minimize the disturbance to the surrounding
376 or neighboring properties.

377
378 2. The County Administrator shall provide the permit application as well as any
379 other available information, to the Board of County Commissioners for consideration at
380 a meeting of the Board of County Commissioners.

381
382 3. A permit granted by the Board of County Commissioners shall indicate the dates
383 and times during which noise at the subject event may exceed the limits established by
384 the noise abatement ordinance. However, if a permit does not indicate the applicable
385 times for the waiver, then the permit shall not allow the excessive noise to begin earlier
386 than 12:00 noon or to extend beyond 10:30 p.m. or to continue for a period of more than
387 four hours between the hours of 12:00 noon and 10:30 p.m.

388
389 4. The Board of County Commissioners may impose any other conditions on the
390 permit as it deems necessary to reduce the disturbance to surrounding or neighboring
391 properties.

392
393 5. Violation of the terms or conditions set forth in the permit shall constitute a
394 violation of this Ordinance.

395
396 **Sec. 42-70 – Additional remedies.**

397 The operation or maintenance of any device, instrument, vehicle or machinery in
398 violation of any provisions of this article which endangers the comfort, repose, health
399 and peace of residents in the unincorporated areas of the county is declared to be a
400 public nuisance, and the county is authorized to pursue any and all remedies therefore.
401 Nothing in this article shall be construed to limit any private right of action.

402
403
404 **Sec. 42-71 – Enforcement and Penalties.**

405
406 All violations of this article shall be investigated, cited, processed, adjudicated
407 and punished in the same manner as a misdemeanor, in accordance with § 125.69(1),
408 Fla. Stat., by the Escambia County Sheriff's Department or by other sworn law
409 enforcement officers. Upon conviction, a violator may be punished by a fine not to
410 exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days, or by both
411 fine and imprisonment, for each violation.

412
413 **SECTION 2. SEVERABILITY.**

414
415 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
416 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
417 way affect the validity of the remaining portions of this Ordinance.

418
419 **SECTION 3. INCLUSION IN THE CODE.**

420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions 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 _____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

Perdido Key - 1

B. Perdido Key: In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible, none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.

Volusia County - 2

Sec. 50-498. – Loud, disturbing or unnecessary noises.

- (a) Some sounds may be such that they are not measurable or may not exceed the limits set out in this article, but they may be excessive, unnatural, prolonged, unusual and are a detriment to the public health, comfort, convenience, safety, welfare or prosperity of the residents of the unincorporated areas of the county.
- (b) With the exception of those exemptions provided by state law, noises prohibited by this article are unlawful notwithstanding the fact that no violation of section _____ is involved, and notwithstanding the fact that the activity complained about is exempted in subsection _____.
- (c) Thus, the following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but said enumeration shall not be deemed to be exclusive, namely:
 - (1) The sounding of any horn or signaling device on any automobile or other vehicle, except as a danger warning; the creation by means of any signaling device of any unreasonably loud or harsh sound; the sounding of any signaling device for any unnecessary or unreasonable period of time; and the unreasonable use of any signaling device.
 - (2) The using, operating or permitting to be played, used or operated of any radio, television, tape or record player, amplifier, musical instrument or other machine or device used for the production, reproduction or emission of sound, any prolonged sounds made by people, and the keeping of any pet or animal which causes frequent or long continuous noise in such a manner as to disturb the public peace, quiet and comfort of the neighboring inhabitants or at any time with greater intensity than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such sound emitter is operated and who are voluntary listeners thereto. Quieter standards are expected during nighttime hours.
- (d) Any person making a complaint under this section must sign a sworn affidavit prior to a warrant being issued; otherwise no such complaint will be honored.

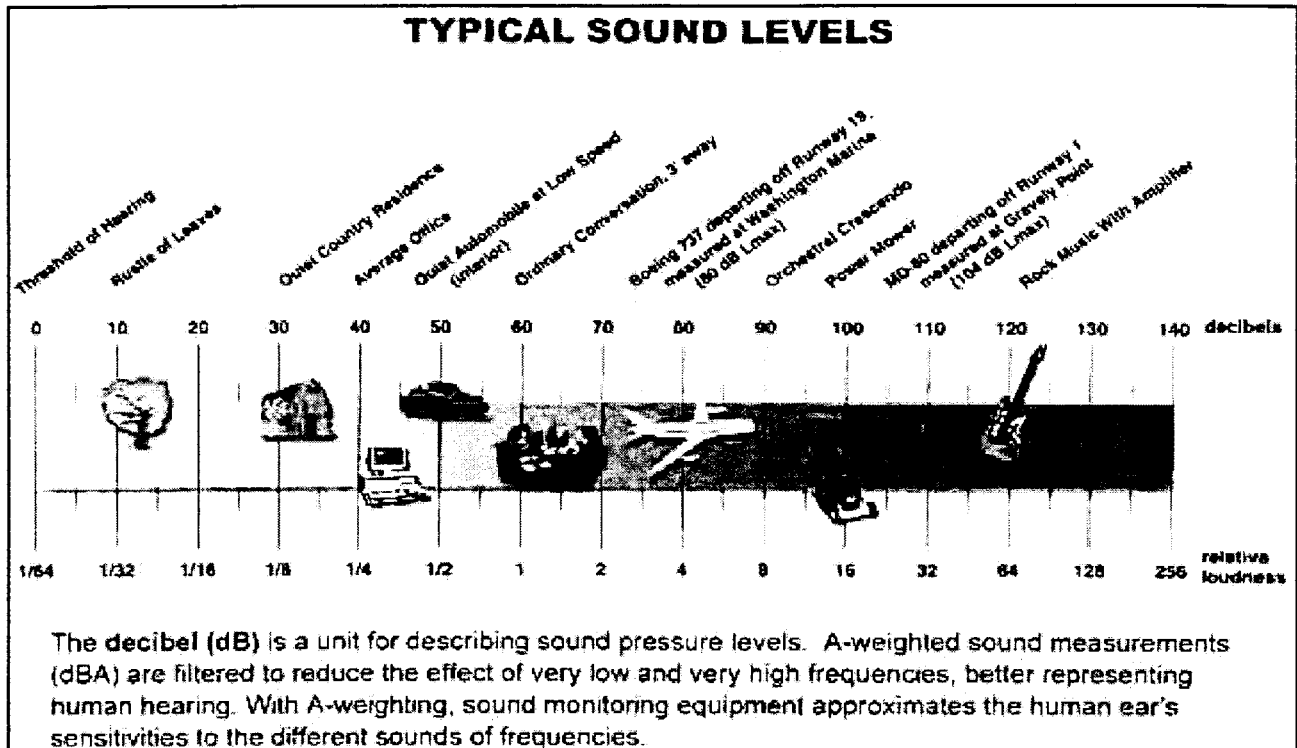


Chart from the City of Alexandria website: <http://alexandriava.gov/tes/oeq/info/default.aspx?id=3840>
 Accessed 10/3/12

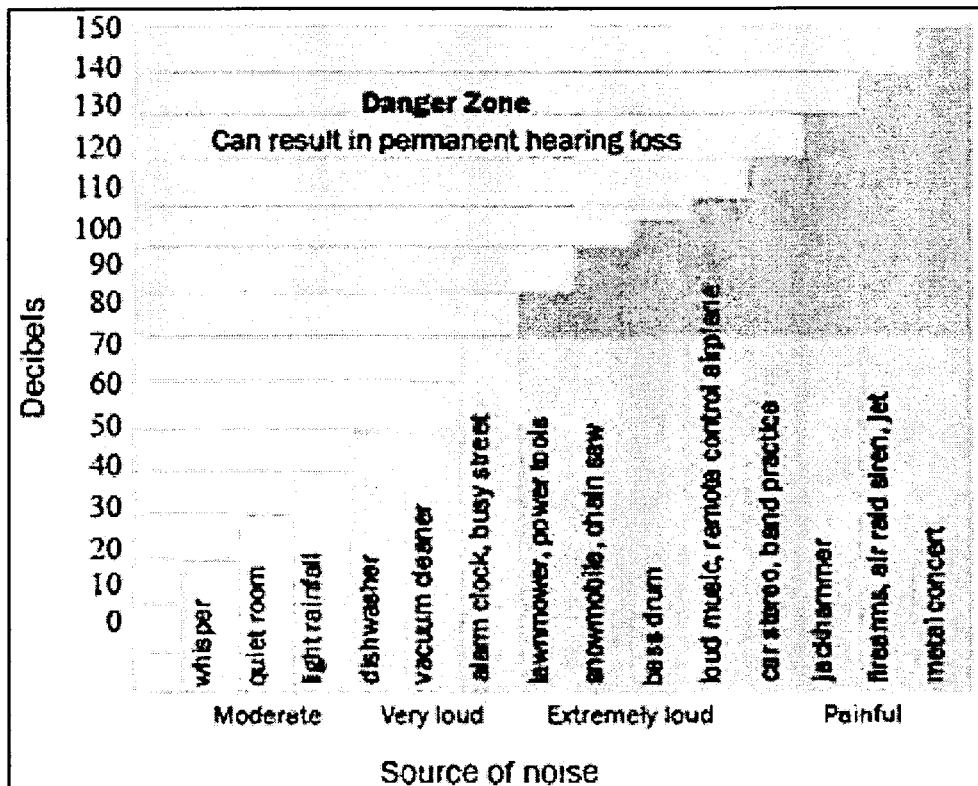


Chart from WebAnswers.com website; Accessed 10/3/12
<http://www.webanswers.com/misc/what-does-a-decibel-chart-look-like-a03487>

Decibel Levels of Environmental Sounds

<http://www.oshax.org/info/articles/decibel-levels>

Accessed 10/3/12

Source--Dangerous Level	dba SPL
Produces Pain	120-140
Jet Aircraft During Takeoff (at 20 meters)	130
Snowmobile Tractor Without Cab	120
Rock Concert	110
Die Forging Hammer Gas Weed-Whacker Chain Saw Pneumatic Drill	100-105
Home Lawn Mowers	95 to 100 dB
Semi-trailers (at 20 meters)	90

Source--	dba SPL
Discomfort Level	Above 80
Heavy Traffic	80
Automobile (at 20 meters)	70
Vacuum Cleaner	65
Conversational Speech (at 1 meter)	60
Quiet Business Office	50
Residential Area at Night	40
Whisper, Rustle of Leaves	20
Rustle of Leaves	10
Threshold of Audibility	0

sound-level meter

sound-level meter, device for measuring the intensity of noise, music, and other sounds. A typical meter consists of a microphone for picking up the sound and converting it into an electrical signal, followed by electronic circuitry for operating on this signal so that the desired characteristics can be measured. The indicating device is usually a meter calibrated to read the sound level in decibels (dB; a logarithmic unit used to measure the sound intensity). Threshold of hearing is about zero decibels for the average young listener, and threshold of pain (extremely loud sounds) is around 120 decibels, representing a power 1,000,000,000,000 (or 10^{12}) times greater than zero decibels.

The electronic circuitry can be adjusted to read the level of most frequencies in the sound being measured or the intensity of selected bands of frequencies. Because the alternating current (AC) signal received by the unit's microphone first must be converted to a direct current (DC), a time constant must be incorporated to average the signal. The constant selected depends on the purpose for which the instrument was designed or for which it is being used.

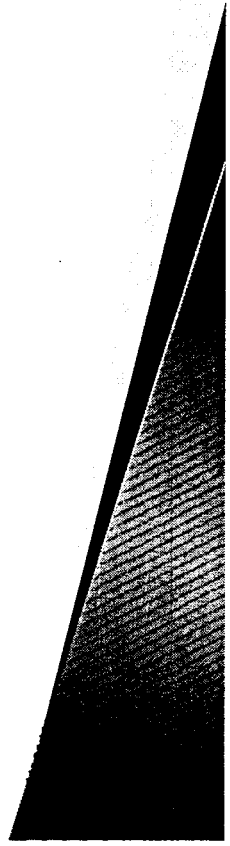
A typical sound-level meter can be switched between a scale that reads sound intensities uniformly for most frequencies—called unweighted—and a scale that introduces a frequency-dependent weighting factor, thus yielding a response more nearly like that of the human ear. A-frequency-weighting is the most commonly used standard, but B-, C-, D-, and Z-frequency-weightings also exist. The A-frequency-weighting scale is useful in describing how complex noises affect people. Thus, the scale is recognized internationally for measurements relating to prevention of deafness from excessive noise in work environments.

In the early 1970s, as concern about noise pollution increased, accurate, versatile, portable noise-measuring instruments were developed. Sound level is not a measure of loudness, as loudness is a subjective factor and depends on the characteristics of the ear of the listener. In an attempt to overcome this problem, scales have been developed to correlate loudness with objective measurements of sound. The Fletcher–Munson curve, for example, shows the relationship between loudness in decibels and subjectively judged loudness. Other variables have also been studied.

"sound-level meter". *Encyclopædia Britannica. Encyclopædia Britannica Online.* Encyclopædia Britannica Inc., 2012. Web. 03 Oct. 2012
<<http://www.britannica.com/EBchecked/topic/555351/sound-level-meter>>.

PROPOSED ORDINANCE

- ▶ Eliminate Vested Rights Committee.
- ▶ Add language to allow the Planning Board to hear vested rights determinations & make the recommendations to BCC.
- ▶ Waive Fees for documented staff errors on a case-by case-basis.



West Florida Public Library System

11-8-2012
C/W #7



The Interlocal Agreement

- ▶ The West Florida Library System is governed and funded through an interlocal agreement between the City of Pensacola and Escambia County.
- ▶ Although the original interlocal agreement dates back to the 1980's, the current interlocal has been in place since 2001.
- ▶ This interlocal agreement establishes the City has the managing agent and provides a funding formula between the City and the County based on usage.
- ▶ In 2012 Escambia County funded about 72% of the net library budget.



Current Status

- ▶ Reductions in budgets combined with the opening of the New Molino library branch and the renovation of the downtown branch has caused a 20% reduction in operating hours.
- ▶ There is a \$355,000 fund balance available in the City's library fund. The City has offered to use these funds to stabilize the operating hours of the system at 87% across the board.



Original Library Hours

	Main	Tryon	Westside	Genealogy	Southwest	Molino	Century	
Monday	9-8 (11)	9-8 (11)	9-8 (11)	Closed	9-8 (11)	Closed	Closed	
Tuesday	9-8 (11)	9-8 (11)	9-8 (11)	10-6 (8)	9-8 (11)	Closed	9-5 (8)	
Wednesday	9-8 (11)	9-8 (11)	9-8 (11)	10-6 (8)	9-8 (11)	Closed	9-5 (8)	
Thursday	9-8 (11)	9-8 (11)	9-8 (11)	10-6 (8)	9-8 (11)	Closed	12-8 (8)	
Friday	9-5 (8)	9-5 (8)	9-5 (8)	10-6 (8)	9-5 (8)	Closed	9-5 (8)	
Saturday	9-5 (8)	9-5 (8)	9-5 (8)	10-6 (8)	9-5 (8)	Closed	9-5 (8)	
Sunday	2-7 (5)	Closed	Closed	Closed	Closed	Closed	Closed	Total Hrs
Total Hours	65	60	60	40	60	0	40	325



Revised Hours Effective October 1st

	Main	Tryon	Westside	Genealogy	Southwest	Molino	Century	
Monday	10-6 (8)	10-6 (8)	10-6 (8)	Closed	12-8 (8)	Closed	Closed	
Tuesday	10-6 (8)	10-6 (8)	12-8 (8)	10-6 (8)	10-6 (8)	1-6 (5)	9-5 (8)	
Wednesday	10-6 (8)	12-8 (8)	10-6 (8)	10-6 (8)	10-6 (8)	10-6 (8)	1-6 (5)	
Thursday	10-8 (10)	10-6 (8)	12-8 (8)	10-6 (8)	10-6 (8)	1-6 (5)	12-8 (8)	
Friday	10-4 (6)	10-4 (6)	10-4 (6)	10-6 (8)	10-4 (6)	10-6 (8)	1-6 (5)	
Saturday	10-4 (6)	10-4 (6)	10-4 (6)	10-6 (8)	10-2 (4)	9-5 (8)	9-5 (8)	
Sunday	12-4 (4)	Closed	Closed	Closed	Closed	Closed	Closed	Total Hrs
Total Hours	50	44	44	40	42	24	24	268



Hours Using Carryforward

	Main	Tryon	Westside	Genealogy	Southwest	Molino	Century
Monday	10-8 (10)	10-8 (10)	10-8 (10)	Closed	10-8 (10)	10-8 (10)	Closed
Tuesday	10-8 (10)	10-8 (10)	10-8 (10)	10-6 (8)	10-8 (10)	10-8 (10)	9-5 (8)
Wednesday	10-8 (10)	10-8 (10)	10-8 (10)	10-6 (8)	10-8 (10)	10-8 (10)	9-5 (8)
Thursday	10-8 (10)	10-8 (10)	10-8 (10)	10-6 (8)	10-8 (10)	10-8 (10)	12-8 (8)
Friday	10-4 (6)	10-4 (6)	10-4 (6)	10-6 (8)	10-4 (6)	10-4 (6)	9-5 (8)
Saturday	10-4 (6)	10-4 (6)	10-4 (6)	10-6 (8)	10-4 (6)	10-4 (6)	9-5 (8)
Sunday	12-4 (4)	Closed	Closed	Closed	Closed	Closed	Closed
Total Hours	56	52	52	40	52	52	40



Going Forward

- ▶ Terminate the current interlocal agreement.
- ▶ Establish a countywide MSTU for library services. This MSTU would fund the entire library system and eliminate the need for a funding formula.
 - The City of Pensacola would have to authorize the imposition of the MSTU in the City limits.
 - The MSTU millage rate would be set to cover 100% of the library system's cost.
 - The first year of the MSTU imposition the County would roll back the Countywide millage rate on a dollar for dollar basis equal to the amount of the County's current year funding (2013). This would make the imposition of the MSTU tax and revenue neutral.
 - In future years the MSTU rate would be set to cover 100% of the costs of the library system.
 - If the MSTU is to be imposed next year, it must be in place by December 31st of this year.



Going Forward

- ▶ Since the County currently funds 72% of the net operating budget and would be the taxing authority, the library system would transition over to the County on October 1, 2013.
- ▶ The County would establish a five (5) person advisory committee that would be responsible for recommending plans, direction and budgets.
 - Three (3) appointed by the County and two (2) appointed by the City.
- ▶ The Board of County Commissioners would then have the final decision on these recommendations.



Other Considerations

- ▶ This proposal would not involve the exchange of assets but would include usage provisions.
 - City buildings would remain under City ownership with provisions for their use.
- ▶ The City employees working in the library system would transition to become County employees.
- ▶ Local Option Sales Tax proceeds currently allocated for libraries would remain with the original agency.





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

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

AI-3481

17. 1.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Payroll Expenditures for Pay Date November 9, 2012, in the amount of \$2,090,197.46;

B. The following two Disbursement of Funds:

(1) October 25, 2012, to October 31, 2012, in the amount of \$9,595,734.62; and

(2) November 1, 2012, to November 7, 2012, in the amount of \$9,923,875.60;

C. Tourist Development Tax Collections Data for the September 2012 returns received in the month of October 2012; this is the first month of collection for Fiscal Year 2012-2013; total collected for the September 2012 returns was \$531,066, which is a 16% increase over the September 2011 returns; collections to date for this first month of the Fiscal Year are on target with the annualized budget;

D. The Investment Report for the month ended October 31, 2012; and

E. Budget to Actual Comparison Reports for October 31, 2012.

BACKUP FOR ITEMS D AND E TO BE DISTRIBUTED UNDER SEPARATE COVER

Attachments

CR I-1



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

10/25/12 to 10/31/12

DISBURSEMENTS

Computer check run of:

	\$ 4,072,951.59
L-Vendor	\$ 485,826.38

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ 35,197.31
Credit Card Purchases	\$ 1,759.34
Investments	\$ 5,000,000.00

Total Disbursement by Wire

\$ 5,036,956.65

TOTAL DISBURSEMENTS

\$ 9,595,734.62

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

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

2012 OCT 31 P 3:17
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 BOARD OF COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

11/01/12 to 11/07/12

DISBURSEMENTS

Computer check run of:

<u>11/07/12</u>	\$ <u>3,048,442.41</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>6,853,879.84</u>
Preferred Governmental Claims	\$ <u>21,553.35</u>

Total Disbursement by Wire

\$ 6,875,433.19

TOTAL DISBURSEMENTS

\$ 9,923,875.60

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

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

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 NOV -7 A 10:38
 OFFICE OF THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

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

Pay Date: November 9, 2012

2012 NOV -7 A 11:58
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 BOARD OF THE BOARD OF
 COUNTY COMMISSIONERS

Check No:	\$0.00
Direct Deposits:	\$1,094,702.60
Total Deductions and Matching Costs:	\$995,494.86
Total Expenditures:	\$2,090,197.46



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

2012 NOV - 8 P 4: 47
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

DATE: November 9, 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 September 2012 returns received in the month of October 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the first month of collection for the fiscal year 2013.

- ✓ Total collected for the September 2012 returns was \$531,066. This is a 16% increase over the September 2011 returns.
- ✓ Collections to date for this first month of the fiscal year are on target with the annualized budget.

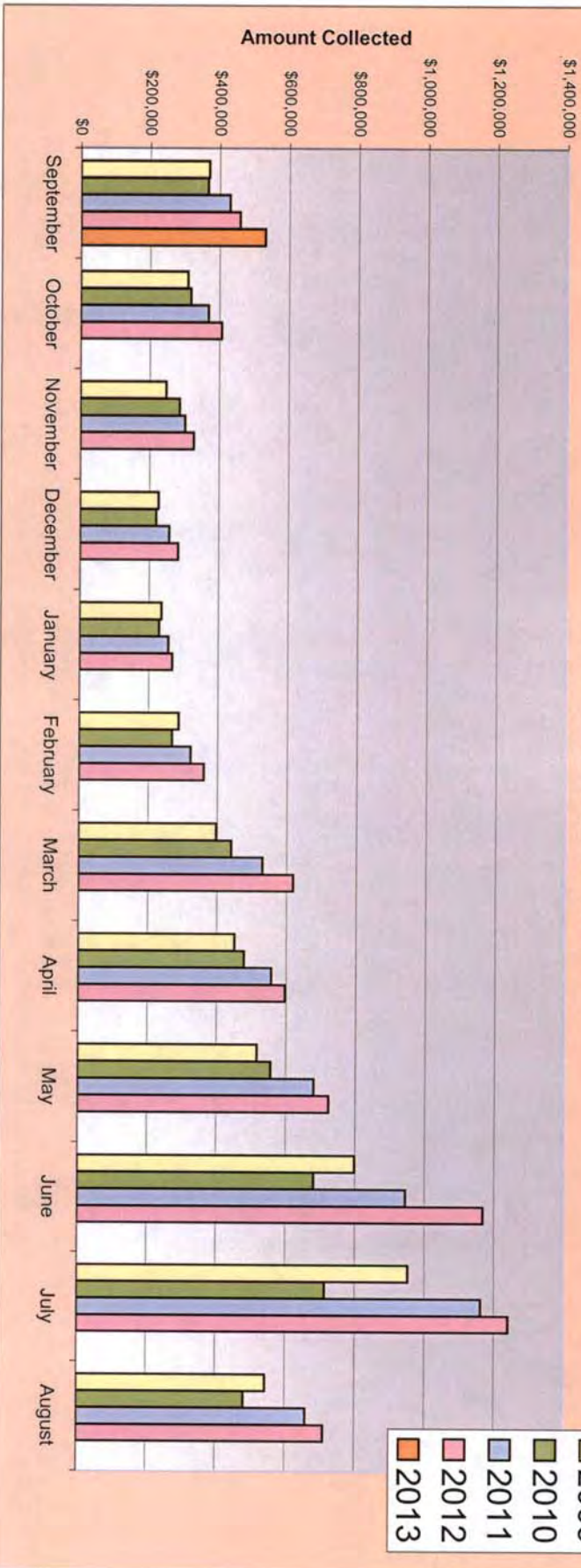
Please feel free to call me if you have any questions.

PLS/nac

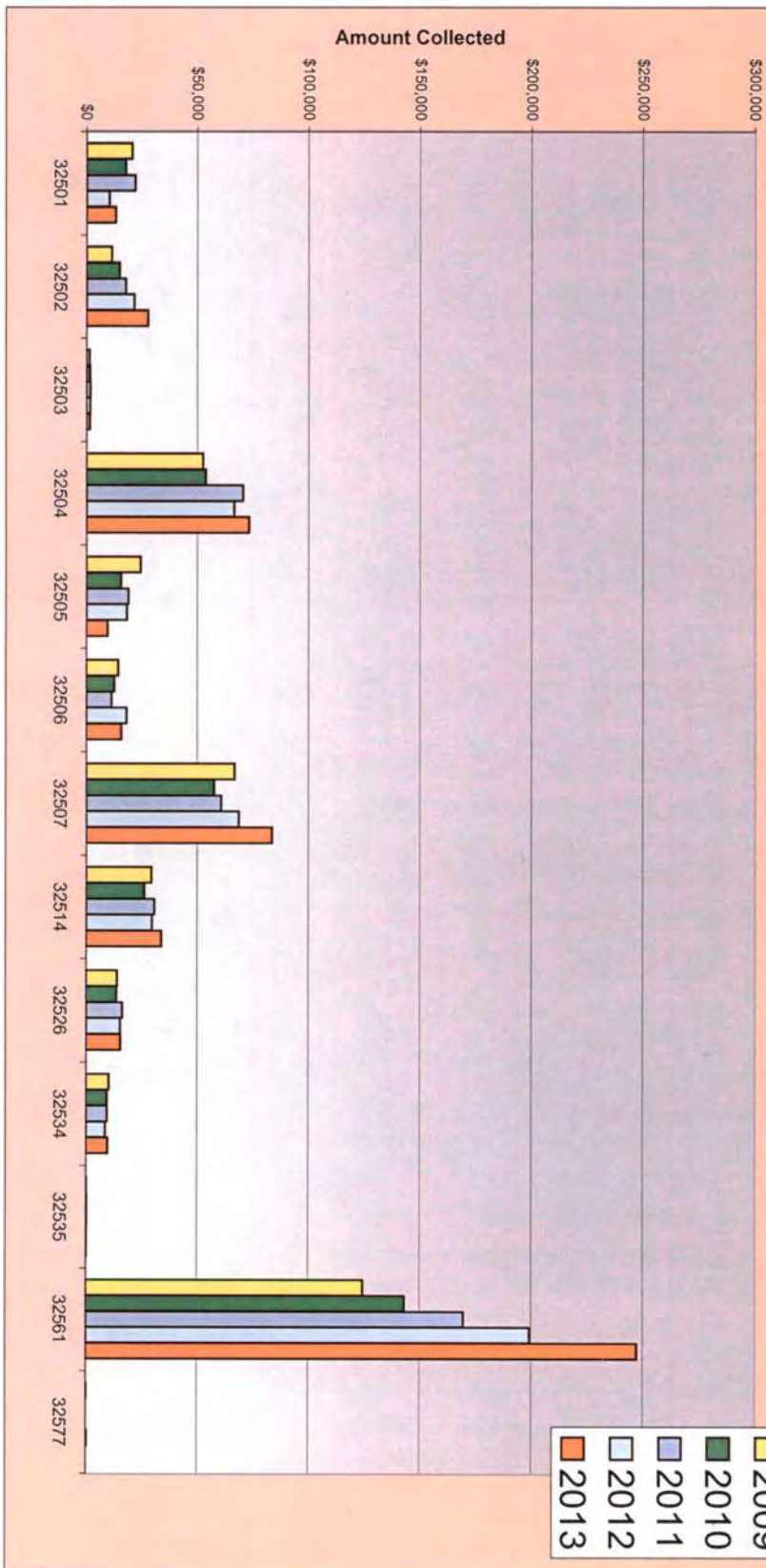
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF OCTOBER

Zip Code	Fiscal Year 2013	Fiscal Year 2012	Difference	% Change
	YTD Collected	YTD Collected		
32501	13,152	10,252	2,900	28%
32502	27,713	21,587	6,126	28%
32503	1,528	1,621	(93)	-6%
32504	73,197	66,469	6,728	10%
32505	9,599	18,229	(8,630)	-47%
32506	15,753	18,032	(2,279)	-13%
32507	83,654	68,744	14,910	22%
32514	33,847	29,674	4,173	14%
32526	15,553	15,323	230	2%
32534	9,695	8,636	1,059	12%
32535	110	162	(52)	-32%
32561	247,265	199,210	48,055	24%
32562	-	-	-	0%
32577	-	244	(244)	100%
Total	\$ 531,066	\$ 458,183	\$ 72,883	16%

Tourist Development Tax Collections
5-Year Comparison
Returns through September 30, 2012



**Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September Returns**



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2009 - FY 2013
Returns through September 30, 2012**



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBA COUNTY FLORIDA
 FISCAL YEAR 2013
 AS OF OCTOBER 31, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	13,152	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
Total	\$ 13,152	2%	\$ 27,713	5%	\$ 1,528	0%	\$ 73,197	14%	\$ 9,599	2%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
Total	\$ 15,753	3%	\$ 83,654	16%	\$ 33,847	6%	\$ 15,553	3%	\$ 9,695	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	247,265	47%	-	0%	-	0%	531,066	100%
Total	\$ 110	0%	\$ 247,265	47%	\$ -	0%	\$ -	0%	\$ 531,066	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
Total	\$ 10,252	2%	\$ 21,587	5%	\$ 1,621	0%	\$ 66,469	15%	\$ 18,229	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
Total	\$ 18,032	4%	\$ 68,744	15%	\$ 29,674	6%	\$ 15,323	3%	\$ 8,636	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/11	162	0%	199,210	43%	-	0%	244	0%	458,183	100%
Total	\$ 162	0%	\$ 199,210	43%	\$ -	0%	\$ 244	0%	\$ 458,183	100%

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

THREE (3%) PERCENT TOURIST TAX DOLLARS
COLLECTED 2004-2013

Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	
DEC	NOV	182,428	214,278	229,491	212,939	206,205	186,367	214,475	226,459	244,845	
JAN	DEC	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	
FEB	JAN	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843	
MAR	FEB	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226	
APR	MAR	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002	
MAY	APR	338,856	259,188	288,754	315,555	303,720	338,268	358,871	417,733	447,350	
JUN	MAY	346,125	295,677	343,616	387,614	474,863	387,513	417,285	510,038	542,048	
JUL	JUN	502,598	332,603	426,840	590,236	605,739	598,667	510,928	708,757	876,396	
AUG	JUL	684,447	334,319	544,447	655,699	687,552	714,120	535,005	871,107	930,410	
SEP	AUG	271,669	314,529	321,341	416,454	422,501	407,425	361,349	494,298	532,823	
TOTAL		\$3,583,780	\$3,108,925	\$3,661,662	\$3,948,415	\$4,143,120	\$3,998,998	\$3,779,607	\$4,850,526	\$5,369,323	\$398,300

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

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
OCT	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	
NOV	OCT	68,243	77,125	87,286	74,882	79,530	77,120	79,474	92,072	101,526		
DEC	NOV	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615		
JAN	DEC	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721		
FEB	JAN	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948		
MAR	FEB	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075		
APR	MAR	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667		
MAY	APR	107,864	85,729	94,971	105,185	101,240	112,756	119,624	139,244	149,117		
JUN	MAY	115,334	96,938	113,025	129,205	158,288	129,171	139,095	170,013	180,683		
JUL	JUN	167,533	107,972	142,210	196,745	201,913	199,556	170,309	236,252	292,132		
AUG	JUL	228,149	109,628	181,477	218,566	229,184	238,040	178,335	290,369	310,137		
SEP	AUG	90,556	104,749	107,114	138,818	140,834	135,808	120,450	164,766	177,608		
TOTAL		\$1,174,593	\$1,025,076	\$1,214,769	\$1,316,138	\$1,381,040	\$1,332,999	\$1,259,869	\$1,616,842	\$1,789,774	\$1,327,67	



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

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

AI-3480

17. 2.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Disposition of Records

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve, in accordance with State Retention Schedule GS1, Records Disposition Document No. 506, for disposition of Board of County Commissioners' records, Item 4a, Minutes: Official Meetings (Audio/Visual Recording), for the period June 12, 1984, through July 15, 2003.

Attachments

CR I-2

RECORDS DISPOSITION DOCUMENT

NO. 506

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

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

2. AGENCY CONTACT (Name and Telephone Number)

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

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

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

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

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

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition <u>Action and Date</u> Completed After Authorization
GS1	4a	MINUTES: OFFICIAL MEETINGS (AUDIO/VISUAL RECORDING)		6/12/1984-7/15/2003	27	

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

 Custodian/Records Management Liaison Officer

 Date

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

 Signature

 Date

 Name and Title

 Witness



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

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

AI-3482

17. 3.

BCC Regular Meeting

Meeting Date: 11/15/2012

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 1, 2012;
- B. Approve the Minutes of the Attorney-Client Session held November 1, 2012; and
- C. Approve the Minutes of the Regular Board Meeting held November 1, 2012.

Attachments

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 1, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:08 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
Larry M. Newsom, Acting 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, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., November 1, 2012, Regular Board Meeting was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report, and Michael D. Weaver, Director, Public Safety Department, commented concerning Item I-3;
 - C. T. Lloyd Kerr, Director, Development Services Department, County Attorney Rogers, and Joy D. Blackmon, Public Works Department Director, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, and Larry M. Newsom, Acting County Administrator, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson and Commissioner Robertson each reviewed his add-on item, and County Attorney Rogers and Larry M. Newsom, Acting County Administrator, commented concerning Commissioner Robinson's add-on item.

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Lacey M. Newsome	Acting Admin.
4	Judy H. Witterstaeter	CAO
5	Wilson Robertson	BCC
6	Jane M. Valentin	BCC
7	Marc Young	BCC
8	Grover Robinson	BCC
9	KEVIN WHITE	Bcc
10	AKS	City Atty,
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

NAME

DEPARTMENT/AGENCY

1	Don & Liz Barbara	Citizens
2	Michael Rhodes	Parks
3	Dean Kieschner	Aide D2
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

NAME

DEPARTMENT/AGENCY

1	Nate Monroe	PNJ
2	Bucky Aultton	BCCD4
3	Dianne Simpson	Co. Atty Office
4	Norel Jones	DUS
5	Lloyd Kerr	DSD
6	Allyson Cain	DSD
7	Keith Wilkins	C+E
8	Randy Wilkerson	NEFE
9	Pat Johnson	DRM
10	Jeremy Morrison	Independent News
11	Susan Nelms	Workforce Escarosa
12	Russell Scarritt	SRIA
13	Rod Kennedy	Citizen
14	Sissy Casst	SOLE
15	Cindy Lovoy	MBS
16	Mike Weaver	PS
17	Tom Turner	AK
18	Claudia Simmons	Purchasing
19	Garry Paul	ECFM
20	Stacey Ward	Public Works
21	LARRY GOODWILL	P/W
22	Nes Moreho	P/W
23	Brandi Ziglar	PIO
24	Cam Johnson	PIO
25	Kathleen Dough-Castro	DID
26	David Musselwhite	IT
27	Marilyn Wesley	account
28	Marilyn Wesley	DCA
29	Dotie N. Rubenst	critique
30	WANDA BLAZWELL	Atte D7



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3525

Growth Management Report 17. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/15/2012

Issue: Scheduling of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, December 6, 2012

A. 5:48 p.m. - A Public Hearing concerning transmittal of a Comprehensive Plan Amendment CPA-2012-06

B. 5:49 p.m. - A Public Hearing concerning the review of an Ordinance Amending Article 6, Zoning Districts - CCPK

C. 5:50 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-05(Repeal/Replace)

D. 5:51 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-03(OBJ 5 FLU)

E. 5:52 p.m. - A Public Hearing concerning Comprehensive Plan Amendment 2012-04 ((HB503)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3392

County Administrator's Report 17. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Annual Update (2012) to the Ten Year Transit Development Plan (TDP)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Urbanized Area/Escambia County Ten Year Transit Development Plan July 2012 Update - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Pensacola Urbanized Area/Escambia County Ten Year Transit Development Plan (TDP) July 2012 Update, prepared by the Escambia County Area Transit (ECAT), ensuring that ECAT services are eligible for a State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT).

Florida Statutes, Chapter 14-73, require that Grant program recipients prepare a planning, development, and operational guidance document based on a ten-year planning horizon. This TDP and annual updates are required to be adopted by a provider's governing body. The Annual Update must be forwarded to the regional FDOT office, and must be approved prior to the last business day of December. Eligibility to receive State Public Transit Grants is limited to those providers whose TDP has been found to be in compliance with the rule.

This Annual Update to the TDP has been distributed to the Mass Transit Advisory Committee.

BACKGROUND:

Florida Statutes, Chapter 14-73, require that grant program recipients prepare a planning, development and operational guidance document based on a ten-year planning horizon. This TDP and annual updates are required to be adopted by a provider's governing body. The Annual Update must be forwarded to the regional FDOT office, and must be approved prior to the last business day of December. Eligibility to receive state public transit grants is limited to those providers whose TDP has been found to be in compliance with the rule.

This annual update to the TDP has been distributed to the Mass Transit Advisory Committee.

BUDGETARY IMPACT:

Adoption of the update is required to ensure the eligibility of Escambia County to receive federal and state transit funding. ECAT is budgeted to receive \$767,797 in Florida Block Grant Funding in FY13.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

Upon adoption by the Board, ECAT staff will ensure that all service is in compliance with the TDP and that any changes are submitted to the Board prior to implementation; ECAT staff will also forward the Annual Update to FDOT and to the Transportation Planning Organization (TPO).

Attachments

Update to TDP

PENSACOLA URBANIZED AREA/ESCAMBIA COUNTY

TEN YEAR
TRANSIT DEVELOPMENT PLAN (TDP)

JULY 2012 UPDATE

PREPARED FOR

THE ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

THE FLORIDA – ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

AND

THE FLORIDA DEPARTMENT OF TRANSPORTATION

BY

ESCAMBIA COUNTY AREA TRANSIT (ECAT)

UPDATE OF IMPROVEMENTS IMPLEMENTED BY ECAT SINCE 2011

Information in this update is provided in the format recommended in Florida Administrative Code: Rule 14-73.001.

A. Past year's accomplishments compared to original implementation program

First Transit Inc. took over the management of Escambia County Area Transit from Veolia Transportation on April 1st, 2012. First Transit management is in the process of reviewing the services provided and implementing best practices in accordance with First Transit operations throughout the United States.

First Transit has made numerous staff changes and is negotiating a new Collective Bargaining Agreement with the Amalgamated Transit Union Local 1395.

First Transit is reviewing the current services provided by ECAT with a view to improve efficiency and service reliability.

ECAT has implemented certain service changes on Route 59 and Route 59A in accordance with the FDOT service development grant obtained in 2011. ECAT is in the process of evaluating the effectiveness of these service changes.

B. Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives

The 2011 major TDP update anticipated that a COA (Comprehensive Operations Analysis) would be performed during 2012. This milestone was set without taking into consideration the transition from Veolia to First Transit Management.

The first order of business for First Transit was to evaluate staffing and operation of ECAT. First Transit anticipates performing the COA during FY 2013 utilizing 5307 funding.

ECAT will continue to explore whether additional service improvement are feasible from an economic standpoint. The management staff has conducted meetings with the NAS to review service changes implemented in 2012.

C. Any revisions to the implementation for the coming year

ECAT will use the next few months to evaluate current service levels and reliability and will evaluate whether service changes are recommended.

Service adjustments are in the final planning stages for the routes that provide service to NAS and Corry Station – Routes 57, 59, and 59 A. The new and improved service on these routes is planned for implementation on November 11, 2012. Service development for the NAS and Corry Station to Pensacola Beach route as well as other route changes that fall under the FDOT Service Development Grant are in the early planning stages.

It is anticipated that the Comprehensive Operations Analysis will be performed during FY 2013 and service changes will be implemented as recommended by the analysis as funding permits.

D. Added recommendations for the new tenth year of the updated plan

ECAT will focus on reviewing the current service structure and has no recommendation for the tenth year of the service plan at this point.

E. A revised financial plan

Financial plan is attached and has been calculated utilizing the planning tool provided by FDOT.

Capital Plan

ECAT's fleet currently consist of:

10 x 2010 Gillig's
5 x 2007 Gillig's
6 x 2006 Gillig's
4 x 1999 Gillig's
3 x 1998 Gillig's
<u>8 x 1996 Gillig's</u>
36 Gillig's
3 x 2002 Supreme trolleys
<u>4 x 1996 Freightliner trolleys</u>
7 x trolley's
2 x GMC cutaways

ECAT's bus fleet requirements are as follows:

- 23 peak transit buses requiring 5 spare transit buses
- 3 University of West Florida trolleys requiring one spare trolley
- 2 Pensacola Beach trolleys requiring one spare trolley
- 1 cutaway requiring one spare cutaway

ECAT will hold on to some transit vehicles as a contingency fleet for emergency transportation.

Based on this assessment ECAT foresees the need to acquire 9 Heavy Duty Buses and 7 trolley's or trolley replacement vehicles over the next 4 years.

ECAT assumes that Gillig's can be acquired for \$ 350,000 each and trolley's for \$ 400,000 each for a total replacement cost of about \$ 6 million.

ECAT has already been awarded a grant that includes \$ 1,200,000 for the purchase of 4 trolleys. ECAT expects to be able to replace 3 trolleys for this amount. That leaves 9 Heavy Duty Buses and 4 trolleys to be replaced. The 2011 Transit Development plan included the need for \$ 1,600,000 for transit vehicle replacement in FY2013, \$ 1,600,000 for FY2014, \$ 1,500,000 for FY 2017 and \$ 1,600,000 for FY 2019 for a total of \$ 6,300,000. If ECAT are awarded grants for transit vehicle replacement in these amounts, ECAT should be able to maintain an up-to-date fleet. Alternatively, ECAT will attempt to modify already awarded grants to include the purchase of transit vehicles in order to maintain an up-to-date equipment fleet.

F. A revised list of projects or services needed to meet the goals and objectives.

TRANSIT STRATEGIC INITIATIVES

Goal 1: Expand service delivery for existing and potential customers to meet demand for transit services in Escambia County.

ECAT is proactively pursuing grant-funding sources for expanded service and has received a Service Development grant in the amount of \$ 1,500,000 per year for 3 years. The service development was intended to improve service from and between the military facilities and transport the military personnel to destinations within the service area. The initial route began service with an express route to the airport in January 2012. ECAT has conducted meetings with NAS Pensacola leadership with a view to identify and prioritize potential fixed route service development consistent with the Service Development Grant Scope of Services.

Service adjustments are in the final planning stages for the routes that provide service to NAS and Corry Station – Routes 57, 59, and 59 A. The new and improved service on these routes is planned for implementation on November 11, 2012. Service development for the NAS and Corry Station to Pensacola Beach route as well as other route changes that fall under the FDOT Service Development Grant are in the early planning stages.

ECAT has applied for a JARC grant for FY13 to add 1 mid-day trip to Route 61 that serves Gulf Breeze and Pensacola Beach employers. This should make this route a viable alternative for additional employees to ride ECAT to work at these locations.

ECAT plans to develop benchmarks for performance at the system and route level, but expects to implement such benchmarks after a COA (Comprehensive Operational Analysis) study has been completed. The benchmarks will be used to monitor all existing and expanded service and will include standards to determine strong, average and poorly performing routes. Escambia County expects to use 5307 funding for the COA.

Once a COA has been performed, ECAT will detail action plans for poor performing routes and identify improvements that can be made as it pertains to increasing ridership and improving service reliability and on-time performance. The COA will also assist in establishing guidelines for increasing frequency on high-demand routes.

ECAT will establish a service planning function within the ECAT organization but will need to evaluate how to establish this function without negatively affecting the budget.

ECAT is in the process of establishing a quality assurance function within the customer service department that will monitor service reliability and on-time performance.

Goal 2: Maintain and expand adequate capital infrastructure to ensure vehicles, facilities, customer amenities and bus stops achieve the highest standard of accessibility and comfort.

ECAT is including a detailed Capital Improvement Program (CIP) indicating that ECAT will need to replace 16 fixed route vehicles that are past their useful life.

Escambia County is in the process of securing a contractor to complete an ADA assessability compliance study. When this study has been finalized Escambia County will coordinate with the

FDOT, County and municipal engineers in ensuring that the ECAT bus stops, shelters, signs and other transit enhancements meet ADA requirements. In addition, stops that need additional enhancements will be prioritized based on the unmet needs identified in the study.

Goal 3: Develop a comprehensive marketing, communications and media relations program to effectively promote transit's image, increase awareness and provide updated information materials.

We have conducted several Classroom on Wheels events with participants by: Newpointe Academy, Lakeview Center, Pine Forest High School, & Sandcastle Academy. We have conducted several on the bus trainings and travel training sessions with: Americorps, The Boys Club at Corry Station, The Moorings Apartments, United Cerebral Palsy, Escambia County Health Department, & ARC Gateway. (Objective 3.1)

Web-transit updates and rebranding is scheduled for fiscal year 2013. Ride Guide re-design is scheduled for the same time frame.(Objective 3.2)

Currently ECAT is researching the possible positive impacts of including social media and a marketing strategy to our customers. ECAT has responded to over 150 goecat.com requests, to ensure that our customers have been given the highest level of service possible. (Objective 3.3)

Presentations and information are provided at many community events during the year, such as the Latina Festival, Reintegration Fair by Workforce Escarosa, UWF Student Transition Conference, & Homeless Veterans Stand Down, local service and business clubs and neighborhood meetings. We participated in Transportation Days at: McMillan Pre-K, Westgate School, and St. Anne's Catholic Church. (Objective 3.5)

ECAT is currently looking into securing a marketing firm in assisting to develop a comprehensive marketing program. Fiscal constraints have slowed implementation of this initiative. We will be seeking funding sources after the completion of the COA to market and communicate recommended changes. (Objective 3.6)

Goal 4: Evaluate and participate in community values and initiatives as they relate to future plans

Objective 4.5: Support the creation of a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail opportunities.

We have been working with various agencies throughout the community to educate citizens on how to use the transit system effectively to meet their day-to-day needs. We have attended group meetings at local Universities, the County Health Department, and the local Workforce Agency in an effort to bring awareness to the availability and affordability of public transportation.

Connecting with these organizations allows for greater exposure with a portion of the population that is on various socio-economic levels. From there, we can encourage contact with individuals on a more individual basis around their schedules.

Objective 4.8.1: When major employers request service, approach them for partial funding of transit services.

Currently, we have one business that assists us with serving our customers. The University of West Florida has an inclusion with their tuition costs that allows for the Trolleys on campus to be used at no charge. Visitors can ride the trolleys on the campus at no charge as well.

The Regional Planning Council conducted a survey for Navy Federal Credit Union to determine how many of their employees were in close proximity to a park and ride lot. This would provide them with information to help them determine if a benefit would be available to their employees to assist them in utilizing public transportation at a reduced cost.

Goal 5: Maximize safety and security for all transit services and facilities

Objectives:

ECAT has developed and maintains a comprehensive System Safety Program Plan (SSPP) under 14-90.004 that complies with or exceeds the established safety standards. ECAT's System Safety Program Plan (SSPP) is updated annually and as needed.

ECAT maintains a safety and security system throughout its facilities, fleet and public stops and stations. We have cameras throughout our facility and an Employee Badge System that restricts access to the facility to employees that authorized to each area.

ECAT has Camera's on all buses with the exception of seven trolleys. ECAT has completed installation of cameras in the two cut-away buses.

ECAT is continuously monitoring Safety and Security issues at Rosa Parks facility. Supervisors monitor the passenger area and we also have the Homeland Security VIPR team from Tampa evaluate the security of the transit area at The Rosa Parks transfer center, Pensacola State College and the Downtown Government Center.

ECAT has utilized Escambia County's Engineering and Planning Department when making improvements to our facility. This year the department coordinated improvements to the passenger center including air condition design. ECAT reviews all on-street transfer location bus stops and shelters for the safety of our passengers.

Goal 6: Ensure prudent public stewardship of financial resources and secure additional funding for system maintenance and improvements.

Objectives:

First Transit took over the management of ECAT on April 1, 2012. Since that time First Transit has worked on establishing financial policies and procedures that the company uses country - wide. We have listed below some of the policies and procedures that have already been implemented.

- All accounting functions are being performed at First Transit's headquarters in Cincinnati, Ohio. Multiple levels of internal controls are in place in order to protect all

clients. For instance, local management is not able to write checks and checks in excess of \$ 50,000 require 4 approvals including the Divisional Vice President.

- Implemented a proprietary maintenance software system (Datastream).
- Implemented a new payroll system (Qqest), which includes centralized maintenance of pay rates that can only be changed upon approval of four levels of authorized individuals (two levels in Pensacola and 2 in Cincinnati).
- Documenting all policies pertaining to payroll, accounts receivable, accounts payable, general ledger, invoicing, petty cash, use of corporate credit cards, farebox vaulting and collection and other accounting policies.

Escambia County provides fare policy and procedures to ECAT. ECAT has started analyzing farebox recovery by route.

ECAT has improved its cooperation with Escambia County's grant administrator with a view to increase grant funding in the future. ECAT is currently evaluating Service Development invoicing with County personnel in order to evaluate how to establish new routes as allowed for in the Service Development grant recently obtained.

ECAT is coordinating grant efforts with the Florida-Alabama TPO especially as it pertains to funding the ADA compliance study and the COA.

ECAT has conducted meetings with University of West Florida to explore opportunities pertaining to allowing students access to all ECAT routes through transportation fees. In addition, University of West Florida will increase the number of hours that trolleys will operate on campus.

ECAT has conducted meetings with NAS Pensacola to discuss bus service and funding. ECAT plans to conduct similar meetings with private employers and businesses.

Goal 7: Pursue regional transportation needs with surrounding counties and the overall Pensacola Urbanized Area.

ECAT is involved in the Florida-Alabama TPO planning and project development process through its membership on the TPO and its representation on the Technical Coordinating Committee. ECAT reviews capital projects and submits priorities to the TPO for in the Project Priorities list.

In 2004, the Pensacola Metropolitan Planning Organization was changed to the Florida Alabama Transportation Planning Organization (TPO) due to the 2000 census data that enlarged the Pensacola urbanized area to include the Lillian portion of Baldwin County.

Baldwin County officials cancelled the BRATS/ ECAT Route from Lillian, AL to Pensacola, FL in 2008. Currently, there are no ongoing TPO transit projects or other projects in the Lillian /Baldwin County area. ECAT hopes to pursue opportunities in the future re-establish the partnership with ECAT and BRATS.

Farebox Recovery Ratio:

ECAT's ridership went from 1,020,127 in 2009 to 1,080,503 in 2010 and 1,182,818 in 2011. ECAT has carried 649,711 from January through June of 2012 and we expect ridership for the year to exceed 1,250,000. If that happens, ECAT would have increased ridership by over 22 % from 2009 to 2012. We believe the increase is partially a result of the increase in oil prices, but we also feel that it reflects improved service.

Operating expenses increased from \$ 6,805,860 in 2009 to \$ 6,755,135 in 2010 and \$7,163,929 in 2011 representing a 5.25 % cost increase.

The farebox recovery rate has improved from 11.52% in 2009 to 13.23% in 2010 and to 13.33 % in 2011.

ECAT expects operating expenses for 2012 to increase to \$ 7,500,000 due to the increase in fuel prices. We project 2012 ridership to be 1,250,000 passengers and farebox revenue of about \$ 975,000. This would result in an expected farebox recovery rate of about 13% for 2012.

However, we hope that ECAT can improve the farebox recovery rate in coming years if fuel prices would stabilize/diminish and the Escambia County economy improves as expected.

ECAT also intends to take steps to improving the ADA eligibility determination and certification process. Currently about 10% of ECAT's passenger trips ride the buses at no cost.

As Escambia County is experiencing budget constraints it may be necessary to reduce/eliminate service on poor performing routes or redeploy resources to more better performing routes. ECAT will be conducting a Comprehensive Operations Analysis to identify such routes. ECAT would also like to acquire larger buses, which would help improve efficiency.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3465

County Administrator's Report 17. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion of Hayes Street and 20 Foot Wide Alleyway, Block 88, Pinecrest Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Petition to Vacate a Portion of Hayes Street and a 20-Foot-Wide Alleyway, Block 88, Pinecrest Subdivision - Joy D. Blackmon P. E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for December 6, 2012, at 5:32 p.m., to consider the Petition to Vacate a Portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.

RaceTrac Petroleum, Inc. (RaceTrac), is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20-foot-wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the Plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261, of the Public Records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20-foot-wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision. Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

BACKGROUND:

RaceTrac Petroleum is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20 foot wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261 of the public records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west

right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20 foot wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision. Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Donald P. Jehle, P.E., Jehle-Halstead, Inc., is acting as agent for the Petitioner. It is the responsibility of the Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Aerial Map

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a
55' Hayes Street Right-of-Way and a 20' alleyway

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

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

All of the 55' right-of-way of Hayes Street lying west of "V" Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between "V" Street (Hancock Street) on the East and "W" Street on the West.

2. That the Petitioner(s), RaceTrac Petroleum, Inc.
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 17 Township 2S Range 30 West and recorded in P.D.B. 55, Page 261 of the public records of Escambia County, Florida.

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

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

RaceTrac Petroleum, Inc.
Petitioner(s) Name

3225 Cumberland Blvd, Suite 100
Street Address

Atlanta GA 30339
City State

(850) 404-4052
Phone Number

Donald P. Jehle
Agent=s Name

(850) 994-9503x101
Agent=s Phone Number

August 17, 2012
Date

PORTION OF HAYES STREET AND 20 FOOT WIDE ALLEYWAY, BLOCK 88, PINECREST SUBDIVISION

Petitioner: RaceTrac Petroleum, Inc..



ESCAMBIA COUNTY
 PUBLIC WORKS DEPARTMENT
 JCC 09/13/2012 DISTRICT 3

- Portion of 20' wide Alleyway, Block 88, Pinecrest Subdivision and Portion of Hayes Street
- RaceTrac Petroleum, Inc. Acquisition



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3415

County Administrator's Report 17. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Interlocal Cost-Sharing Agreement for Engineering Design Services for Beach Haven Northeast Drainage, Roadway and Sanitary Sewer Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Beach Haven Northeast Drainage, Roadway, & Sanitary Sewer Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

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

- A. Rescind the Board's action of July 12, 2012, approving, 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 (Item B of the July 12, 2012, recommendation);
- B. Approve the Interlocal Cost-Sharing Agreement between Emerald Coast Utilities Authority (ECUA) and Escambia County Board of County Commissioners for Engineering Design Services for the Beach Haven Northeast Drainage, Roadway, & Sanitary Sewer Improvement Project; and
- C. Authorize the Chairman or Vice Chairman to sign the Agreement.

Meeting in regular session on July 12, 2012, the Board awarded a Lump Sum Contract to Jehle-Halstead, Inc., per the terms and conditions of PD 11-12.030, Beach Haven Northeast Drainage, Roadway & Sanitary Sewer Project, in the amount of \$999,430. In addition to the Contract, the Board approved, subject to Legal review and sign-off, the Interlocal Cost-Sharing Agreement between ECUA and Escambia County Board of County Commissioners for the Beach Haven Northeast Drainage & Sanitary Sewer Project. Subsequently, ECUA's legal counsel made revisions to the Agreement, changing the title and minor terminology, and removing references to construction costs, since this agreement is for design only. The negotiated fees included in the Contract and the estimated percentage breakdown of fees associated with the sanitary sewer design is estimated at approximately 40 percent for ECUA (\$399,772), and fees associated with roadway and drainage design are estimated at approximately 60 percent of the total design services fee for the County (\$599,658), bringing the total design contract sum to \$999,430. This Interlocal Agreement provides a mechanism for ECUA to reimburse the County for costs incurred and invoiced by Jehle-Halstead associated with the sanitary sewer aspects of the Project, as outlined in the Contract. When the County

and ECUA identify funds to proceed with construction, a subsequent Interlocal Agreement will be prepared.

BACKGROUND:

Meeting in regular session on July 12, 2012, the Board awarded 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. In addition to the contract, the Board approved, subject to Legal review and sign-off, the Interlocal Cost-Sharing Agreement between ECUA and Escambia County Board of County Commissioners for the Beach Haven Northeast Drainage & Sanitary Sewer Project. Subsequently, ECUA's legal counsel made revisions to the agreement, changing the title and minor terminology, and removing references to construction costs, since this agreement is for design only. The negotiated fees included in the contract and the estimated percentage breakdown of fees associated with the sanitary sewer design is estimated at approximately 40% for ECUA (\$399,772), and fees associated with roadway and drainage design are estimated at approximately 60% of the total design services fee for the County (\$599,658), bringing the total design contract sum to \$999,430. This interlocal agreement provides a mechanism for ECUA to reimburse the County for costs incurred and invoiced by Jehle-Halstead associated with the sanitary sewer aspects of the project, as outlined in the contract. When the County and ECUA identify funds to proceed with construction, a subsequent interlocal agreement will be prepared.

BUDGETARY IMPACT:

No budgetary impact exists. ECUA will reimburse the County for sanitary sewer design costs incurred and invoiced, as outlined in the contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed and approved by Kristin Hual, Assistant County Attorney, on October 18, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

§163.01, Florida Statutes, grants the Board authorization to enter into Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, implementation of the project will be a coordinated effort between Project Managers, Chris Curb (Escambia County) and John Seymour (ECUA).

Attachments

Agreement

Contract

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT
(Engineering Design Services for the Beach Haven Northeast
Drainage, Roadway & Sanitary Sewer Improvement Project)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2012, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, of the State of Florida (hereinafter "ECUA") (collectively the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS the Board of County Commissioners of Escambia County and ECUA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida;

WHEREAS the County is responsible for stormwater drainage and roadway facilities in the unincorporated portions of Escambia County, Florida;

WHEREAS the County through a Community Development Block Grant (CDBG) Program funded a study and evaluation of the drainage and sanitary sewer needs of the Beach Haven area of Escambia County, Florida, in 2002, through the Neighborhood Enterprise Foundation, Inc.;

WHEREAS Beach Haven Sewer & Drainage Master Plan was completed in July 2003 for ECUA and the County, outlining a 12 phased plan to address the drainage and sanitary sewer needs in the Beach Haven area of Escambia County, Florida;

WHEREAS ECUA has identified a need for a sewer expansion project to take place in certain portions of the Beach Haven area of Escambia County, Florida;

WHEREAS the County has identified a need for drainage and roadway improvements in certain portions of the Beach Haven area of Escambia County, Florida;

WHEREAS ECUA and the County have both budgeted funds to implement the design of

the first three phases of the Beach Haven Sewer & Drainage Master Plan, also known as the Beach Haven Northeast Drainage & Sanitary Sewer Project;

WHEREAS the Parties recognize that two design and two construction projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sewer expansion, drainage, and roadway improvements were addressed simultaneously;

WHEREAS the Parties further recognize that certain economies of scale can be achieved by combining the projects rather than designing and constructing them separately;

WHEREAS, ECUA requested the County include sewer expansion within the project scope for the engineering design services for the drainage and roadway improvements of the Beach Haven Northeast Project;

WHEREAS the County acceded to this request and included various sanitary sewer expansion improvements within the design solicitation for the Beach Haven Northeast Drainage & Sanitary Sewer Project Selection Identification Number PD 11-12.30;

WHEREAS the County has completed the selection process in compliance with the Code of Ordinances of Escambia County, FL1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act, and intends to award a lump design contract per PD 11-12.30, to Jehle-Halstead, Inc. in the amount of \$ 999,430.00;

WHEREAS the Scope of Work and the associated negotiated design fees for contract PD11-12.30, include design services for both sanitary sewer expansion for ECUA, and drainage/roadway improvements for the County;

WHEREAS the negotiated fees in Exhibit C are included in contract PD11-12.30 and the estimated percentage break-down for those fees associated for the sanitary sewer design is estimated at approximately 40% for ECUA, and those fees associated with roadway/drainage design is estimated at approximately 60% of the total design services fee for the County.

WHEREAS upon completion of the design, the County intends to bid and award applicable construction contract(s) to install said sanitary sewer, roadway, and drainage improvements in compliance with the Code of Ordinances of Escambia County, FL1999, Chapter 46, Finance, Article II, Division 3, sections 87-90, Purchases and Contracts, when construction funds have been identified by both Parties, and

WHEREAS the Parties desire to enter into this Interlocal Cost Sharing Agreement as it

pertains to engineering design services for the Beach Haven Northeast Drainage, Roadway, and Sanitary Sewer Improvement Project;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract. In return for the promises contained herein, the County will enter into contract PD 11-12.30 with Jehle-Halstead, Inc. to design sewer expansion improvements and drainage/roadway improvements in the Beach Haven Northeast area that will serve both Parties. The County will also administer the contract, with input and guidance from ECUA regarding the sewer expansion improvement components. Upon completion of the design, the Parties will subsequently decide whether to proceed with the construction of said improvements, and if so, when to do so. Any such agreements between the Parties regarding construction shall be the subject of a subsequent Interlocal Agreement.

3. Cost Sharing. The County will pay all of the costs associated with designing the referenced drainage, roadway, and sewer improvement project. However, starting at the date of issuance of the notice to proceed to the design-engineering firm, ECUA shall reimburse the County for the associated costs incurred as part of the sanitary sewer aspects of the project and invoiced by the design engineering firm, as generally outlined in Exhibit C of the negotiated fees of contract PD11-12.30, within thirty (30) days of ECUA's receipt of such invoice from the County. Thus far, the negotiated engineering fees associated with the sanitary sewer improvements is \$399,772.00, and the negotiated engineering fees associated with the drainage improvements is \$599,658.00, for a total design contract sum of \$999,430.00.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The County Engineer, or her designee, shall have the right to approve any requested change orders submitted by the engineering-design firm regarding the drainage, roadway, and sanitary

sewer improvements, subject to the concurrence of ECUA in the event the change impacts sanitary sewer improvements. However, the maximum amount of a change order/s from ECUA for sewer improvements under this Agreement shall be \$50,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the County's project manager:

Christopher "Chris" A. Curb, Project Coordinator
Escambia County Engineering Division of Public Works
3362 W. Park Place
Pensacola, FL 32526
Telephone: (850) 595 -3419

c. Name and contact information of ECUA's project manager:

John M. Seymour, P.E., Manager of Engineer Projects
9300 Sturtevant St
Pensacola, FL 32514
Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 5a, above.

6. Plan Review and Inspection. Both Parties shall have the right to review all plans and design documentation. Both Parties shall be in agreement prior to acceptance and sign-off of any work associated with the project.

7. Documentation of Work. The County agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The County agrees that all design documentation concerning drainage and roadway system improvements resulting from the work under this Agreement shall become the property of the County after the satisfactory completion of said design. ECUA agrees that all design documentation concerning sanitary sewer improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

9. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatsoever between ECUA and the County.

10. Term of Agreement. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and ECUA's having reimbursed the County for all costs for which it is responsible under paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. **Annual Appropriation:** Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

21. **Attachments:**

- a. All attachments to this Agreement are incorporated as if fully set forth herein.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the languages of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement shall incorporate the following attachments:
 - Form G - Consulting Services for Stand-Alone Projects; Standard Professional Consulting Services Contract Documents for Agreement between the County and Jehle-Halstead Inc.
 - Exhibit A - Scope of Work for Escambia County Selection Identification Number PD 11-12.30, Beach Haven Northeast Drainage & Sanitary Sewer Project.
 - Exhibit B - Schedule-Timeline for Beach Haven Northeast Drainage & Sanitary Sewer Project
 - Exhibit C - Fees and Manhour Break down for Beach Haven Northeast Drainage & Sanitary Sewer Project

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.



ATTEST:
By: [Signature]
Secretary

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and political

By: [Signature]
Stephen E. Sorrell,
Executive Director

Date: 10-17-2012

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC APPROVED: _____

(SEAL)

This document approved as a form and legal sufficiency

By: [Signature]
Title: HCF
Date: 10/18/12

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

jehle-halstead, inc.

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(07/08/03)

TABLE OF CONTENTS

Agreement Declarations		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of July, 2012, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and jehle-halstead, inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 5414 Highway 90, Milton, Florida 32571, and whose Federal tax identification number is 59-2255441 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** jehle-halstead, inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Chris Curb, Project Manager, Public Works/Engineering Division. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 11-12 in the amount of Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars (\$999,430.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 **SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 11-12.030, Beach Haven Northeast Drainage & Sanitary Sewer Project, and as represented in the Consultant's Letter of Interest response to PD 11-12.030, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary

to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant shall be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$950,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 **TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Nine Hundred Ninety Nine Thousand Four Hundred Thirty Dollars (\$999,430.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 **METHOD OF BILLING AND PAYMENT:**

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

jehle-halstead, inc.
5414 Highway 90
Milton, Florida 32571

(d) Invoices to the County shall be sent to:

Chris Curb
Public Works / Engineering
3363 West Park Place
Pensacola, Florida 32505

Notices to the County shall be sent to:

Charles R. "Randy" Oliver
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries

as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred (\$100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9.8 **INSURANCE:** The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with \$1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Coordinator, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 **INTERPRETATION:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 **SEVERABILITY:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 **COMPLIANCE WITH LAWS:** The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 **PARTICIPATION IN OTHER PROCEEDINGS:** At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.21 **FURTHER DOCUMENTS:** The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 **NO WAIVER:** The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and jehle-halstead, inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

Susan Hendrix
Witness

Cheryl Young
Witness

By: Charles R. Oliver 7/17/12
Charles R. "Randy" Oliver, County Administrator

Date: _____

BCC Approved July 12, 2012

CONSULTANT:
jehle-halstead, inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary
By: M.P. Hatt
Secretary

By: Donald P. Jehle
Donald P. Jehle, P.E./Chief Executive Officer

Date: 7/3/12

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. CR A 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.

Exhibit A Cont.

- 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.

Exhibit A Cont.

- 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:

- **Geotechnical Investigation:** 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”***.
- **Ecological & Wetlands Permitting Services:** 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.
- **Property and Easement Surveys:** 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”***.
- **S.U.E. Element:** 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 Colbert 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-of-ways 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 an 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: <ftp.myescambia.com>

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

<u>TASK NUMBER & DESCRIPTION</u>	<u>NUMBER OF DAYS</u>
1 SURVEYING BASE DESIGN ELEMENTS	200
2 DATA COLLECTION/DESIGN ALTERNATIVES/MEETING(S)	50
3-30 30% DESIGN/PLAN PREPARATION/PERMITTING/MEETING(S)	90
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	90
5 CONSTRUCTION ADMINISTRATION	TBD (est. at 730 days)
Total Days through Bidding	
	496
<u>SUPPLEMENTAL SERVICES</u>	
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**
 COUNTY PROJECT NO.: PD 11-12.030

DATE: June, 2012

	SURVEY CREW \$125	CADD SURVEY TECH \$60	PLS/DEPT. MGR. \$95	NOTES	TOTAL HOURS	FEE
DESIGN SURVEY ELEMENTS						
BASELINE CONTROL	72	20			92	\$10,200.00
ALIGNMENT	40	20			60	\$6,200.00
TARGET PLACEMENT (AERIALS)					0	\$0.00
REFERENCE POINTS					0	\$0.00
SECTION LINE TIES					0	\$0.00
SUBDIVISION & PROPERTY TIES					0	\$0.00
SIDE STREET SURVEY	16	30			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					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					0	\$0.00
CONSTRUCTION STAKEOUT					0	\$0.00
DATA REDUCTION/COMPUTATIONS				80	80	\$7,600.00
DEED RESEARCH				32	32	\$3,040.00
PROJECT ADMIN./MANAGEMENT/SITE VISITS				52	52	\$4,940.00
BOUNDARY SURVEY					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	
TOTAL SURVEYING FEE	\$123,250.00	\$41,400.00	\$20,140.00			\$184,790.00

**EXHIBIT C - TASKS 2 THRU TASK 5
PROPOSED MANHOURLY/FEE ESTIMATE**

PROJECT: Beach Haven Northeast Drainage & Sanitary Sewer Project
COUNTY PROJECT NO.: PD 11-12.030

DATE: June 22, 2012

TASK 2: DATA COLLECTION / MEETINGS		PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH/ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
		\$200	\$135	\$95	\$70	\$75		
ITEM	DESCRIPTION							
A	REVIEW AVAILABLE DATA/MAPS/UTILITY DWGS./ETC.	2	24	40	8		72	\$7,880.00
B	MEETINGS WITH COUNTY & PUBLIC AWARENESS (FLYERS)	2	10	8	24		44	\$4,190.00
C	DESIGN ALTERNATIVES/ANALYSES/ICPPR/SANITARY SEWER	8	90	220	24		342	\$38,330.00
D	PRELIM. EASEMENTS & RW REQUIRED	6	12	24	10		52	\$5,800.00
E	SITE INSPECTION/ADDITIONAL SURVEY REQUIREMENTS		24	12			38	\$4,380.00
F	IDENTIFY AFFECTED UTILITIES		8	20	8		36	\$3,540.00
TASK 2 SUB-TOTAL		18	168	324	72	0	582	\$82,100.00
TASK 3-30: 30% DESIGN/PLAN PREPARATION & PERMITTING								
ITEM	DESCRIPTION							
A	DEVELOP DESIGN CRITERIA/SET MIN. STANDARDS	8	24				30	\$4,440.00
B	SURVEY QUALITY CONTROL	4	24			18	48	\$5,390.00
C	GEOTECHNICAL INVESTIGATION COORDINATION	4	18	18			36	\$4,480.00
D	DETERMINE PERMIT REQ. (DRAINAGE/WETLANDS/ETC)	2	30	12			44	\$5,580.00
E	EASEMENTS/ROW /PROPERTY ACQUISITION DETERMINATIONS	2	12	18			30	\$3,540.00
F	BASE & PRELIMINARY DESIGN DRAWINGS	8	200	560	938		1704	\$147,320.00
G	QA/QC REVIEW	24	60				84	\$12,900.00
H	PUBLIC & COUNTY MEETING	4	8		32		44	\$4,120.00
TASK 3-30 SUB-TOTAL		54	374	604	988	18	2018	\$187,780.00
TASK 3-60: 60% DESIGN/PLAN PREPARATION & PERMITTING								
ITEM	DESCRIPTION							
A	FINALIZE DESIGN PARAMETERS	4	32	16			52	\$6,640.00
B	PREPARE PERMIT APPLICATIONS		18	20			38	\$4,330.00
C	COORDINATION W/ UTILITIES AND PERMIT AGENCIES	4	60	24	16		124	\$15,000.00
D	60% CONSTRUCTION PLANS	12	132	720	1248	40	2152	\$178,980.00
E	60% SPECIFICATIONS		20	30			50	\$5,550.00
F	PRELIMINARY COST ESTIMATES		16	24	12		52	\$5,280.00
TASK 3-60 SUB-TOTAL		20	298	834	1276	40	2488	\$215,760.00
TASK 3-90: 90% DESIGN/PLAN PREPARATION & PERMITTING								
ITEM	DESCRIPTION							
A	FINALIZE AND SUBMIT PERMIT APPLICATIONS		24	30	12		66	\$6,930.00
B	REVIEW W/ UTILITIES AND PERMIT AGENCIES/COMMENTS	2	60	24			86	\$10,760.00
C	90% CONSTRUCTION PLANS	16	180	400	600	32	1408	\$121,200.00
D	90% SPECIFICATIONS		12	18			30	\$3,330.00
E	COST ESTIMATES	2	16	20			38	\$4,460.00
F	QA/QC REVIEW	20	132				152	\$21,820.00
G	PUBLIC & COUNTY MEETING	6	16		30		52	\$5,460.00
TASK 3-90 SUB-TOTAL		46	420	492	842	32	1832	\$173,980.00
TASK 3-100: FINAL (100%) PLAN PREPARATION & PERMITS								
ITEM	DESCRIPTION							
A	COORDINATE RECEIPT OF ALL PERMITS	2	48	20			70	\$8,760.00
B	100% CONSTRUCTION PLANS	8	24	48	100		180	\$16,400.00
C	100% SPECIFICATIONS	2	20	32			54	\$6,140.00
D	FINAL COST ESTIMATE		12	16	8		38	\$3,700.00
E	COUNTY REVIEW MEETING		4	2			6	\$730.00
TASK 3-100 SUB-TOTAL		12	108	118	108	0	348	\$35,750.00

<u>TASK 4: BIDDING PROCESS</u>		PRINCIPAL/SR. ENGINEERS	PROJECT MGR./ENG.	DESIGN ENGINEER	TECH/ CADD OP.	INSPECTOR	TOTAL HOURS	FEE
ITEM	DESCRIPTION	\$200	\$135	\$95	\$70	\$75		
A	BID PACKAGE/SOLICITATION FOR BIDS (BY COUNTY)	1	6				7	\$1,010.00
B	PRE-BID CONFERENCE		4				4	\$540.00
C	ADDENDA PREPARATION	1	10	8	6		25	\$2,730.00
D	REVIEW BIDS-BID TABULATION	2	4		4		10	\$1,220.00
TASK 4 SUB-TOTAL		4	24	8	10	0	46	\$5,500.00
<u>TASK 5: LIMITED CONSTRUCTION ADMINISTRATION & INSPECTION</u>								
ITEM	DESCRIPTION							
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
TOTAL DESIGN SURVEYING FEE (TASK 1)								\$184,790.00
TOTAL SURVEYING/ENGINEERING SERVICES								\$881,300.00
<u>SUPPLEMENTAL SERVICES</u>								
GEOTECHNICAL INVESTIGATION SERVICES		SEE NOVA PROPOSAL ATTACHED						\$57,600.00
ECOLOGICAL & WETLANDS PERMITTING SERVICES		SEE EDMISTEN & ASSOCIATES PROPOSAL ATTACHED						\$21,270.00
PROPERTY AND EASEMENT SURVEYS & LEGAL SKETCHES		SEE ATTACHED ESTIMATE						\$11,820.00
S.U.E. SERVICES & SURVEYING		SEE ATTACHED ESTIMATE						\$24,940.00
PERMIT FEE ALLOWANCE								\$2,500.00
TOTAL SUPPLEMENTAL SERVICES								\$118,130.00
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 repaving 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 NFWFMD'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 **CLIENT** 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).....	\$11,900
◆ 1 SPT boring (up to 40 LF of drilling).....	\$750
◆ Roadway pavement cores (60, includes patching)	\$6,000
◆ Backfilling of bore and core holes with soil cuttings and cold patch/grout	\$1,200
◆ DRI Field Tests (15).....	\$7,500
◆ Laboratory Testing and Analysis (see above for tests and counts).....	\$6,750
◆ Engineering Evaluation and Reporting.....	\$22,000
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 not 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



William M. Cantrell, Sr.
Principal



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
Ecological Consultants

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 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: _____

SCOPE WORKSHEET

Edmisten & Associates

June 2012

Jehle Beach Haven
drainage

Delineation & Permitting Scope
Corps IP and District ERP permit application

PHASE	TASK	HOURS	AMOUNT	Subtotal	
I	Site Specific Survey	Site Specific Survey (if necessary) of entire 30+/- acre area		\$1,200.00	
	PHASE I SUBTOTAL			\$1,200.00	
II	Jurisdictional Determination	Delineate wetland areas	46.00	90.00 4140.00	
		Delineate ditches	27.00	90.00 2430.00	
		GIS/GPS data collection, Arc maps	8.00	90.00 720.00	
		PHASE II SUBTOTAL			\$7,290.00
III	Pre-Submittal	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	
		ERP Application form	4.00	90.00 360.00	
		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			\$5,220.00		
IV	Agency Completeness Review	Request for Additional Information	12.00	90.00 1080.00	
		Additional site inspections w/agencies	6.00	90.00 540.00	
		Avoidance and Minimization criteria	6.00	90.00 540.00	
		Revise Mitigation Plan	6.00	90.00 540.00	
		Mitigation coordination	10.00	90.00 900.00	
		Project modifications	8.00	90.00 720.00	
		Drawing changes review	6.00	90.00 540.00	
PHASE IV SUBTOTAL			\$4,860.00		
V	Permit Issuance	Mitigation coordination	6.00	90.00 540.00	
		Mitigation finalization	8.00	90.00 720.00	
		Conservation easement, surveyor coordination, etc...	6.00	90.00 540.00	
		Agency coordination	10.00	90.00 900.00	
PHASE V SUBTOTAL			\$2,700.00		

NOTES:

Fees: Permit application submittal fees (based on acreage impacts) are NOT included; Mitigation fees (land purchase, preservation, restoration, etc...) costs are NOT included.

ALL HOURS IN PHASES ARE ESTIMATES BASED ON STAFF EXPERIENCES WITH THE AGENCIES; HOWEVER THESE ARE SUBJECT TO CHANGE

Work in Phases III-V will be billed on a time and material basis based on a \$90/p.h. rate

TOTAL ESTIMATED COST	\$21,270.00
-----------------------------	--------------------

INITIALS



DATE

**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

	SURVEY CREW \$125	CADD SURVEY TECH \$60	PLS/DEPT. MGR. \$95	NOTES	TOTAL HOURS	FEE
DESIGN SURVEY ELEMENTS						
BASILINE 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					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					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					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

	SURVEY CREW \$125	CADD SURVEY TECH \$60	PLS/DEPT. MGR. \$95	NOTES	TOTAL HOURS	FEE
<i>SURVEY ELEMENTS</i>						
BASELINE CONTROL					0	\$0.00
ALIGNMENT					0	\$0.00
TARGET PLACEMENT (AERIALS)					0	\$0.00
REFERENCE POINTS					0	\$0.00
SECTION LINE TIES					0	\$0.00
SUBDIVISION & PROPERTY TIES					0	\$0.00
SIDE STREET SURVEY					0	\$0.00
TOPOGRAPHY					0	\$0.00
BENCH LEVELS					0	\$0.00
CROSS SECTIONS					0	\$0.00
UNDERGROUND UTILITIES - HORIZONTAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	\$5,470.00
UNDERGROUND UTILITIES - VERTICAL CONTROL	38	12		ASSUMES 50 LOCATIONS	50	\$5,470.00
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	76	24		0	
SURVEYING FEE	\$9,500.00	\$1,440.00	\$0.00		100	\$10,940.00
<i>SUE CONTRACTOR</i>						
VACUUM EXCAVATE FOR VERTICAL AND 2 HORIZONTAL LOCATIONS PER UTILITY SPOT	CREW RATE \$140					
	100	HOURS		ASSUMES 50 LOCATIONS @ 2 HOURS PER LOCATION		\$14,000.00
				TOTAL SUE		\$24,940.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3420

County Administrator's Report 17. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Request for Disposition of Property

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

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

That the Board approve two Request for Disposition of Property Forms for the Public Works Department indicating four 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, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities, including the Department Director and the Acting County Administrator.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

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, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Request for Disposition of Property Forms

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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: (PW) Engineering

COST CENTER NO: 211602

RHELA RANSOM

DATE: October 5, 2012

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 595-3452

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
161573	47466	Ford SUV	1FMZU35P8XUC03140	Explorer	1999	Poor

Disposal Comments: Vehicle was delivered with tag attached to Road Division on October 3rd, 2012.

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: 10-25-10

FROM: Escambia County Department Director (Signature):



Director (Print Name):

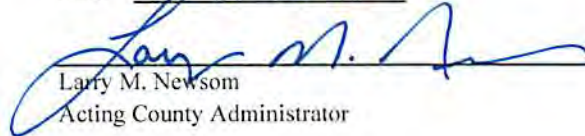
Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: 10-26-12



Larry M. Newsom

Acting County Administrator

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

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: TRAFFIC OPS. COST CENTER NO: 211501

DON CHRISTIAN III DATE: 10/18/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3436
Digitally signed by Don Christian
 DN: cn=Don Christian, o=Escambia County, ou=Escambia County, email=Don.Christian@escambia.fl.us, c=US

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	052837	TRUCK (TAG#0221997)	N/A	F-150	2004	GOOD
Y	047409	TRUCK (TAG#161571)	N/A	DOGDE	1999	GOOD
Y	048838	TRUCK(TAG#197874)	N/A	FORD RANGER	2000	GOOD

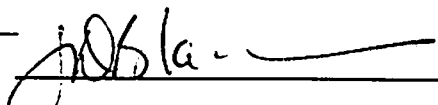
Disposal Comments: _____

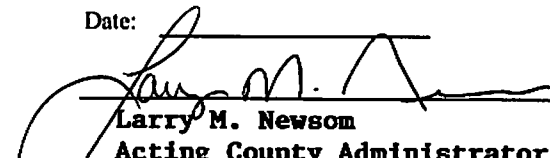
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 10-18-12
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Jay T. Blackman

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration

Larry M. Newsom
Acting County Administrator

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

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

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3467

County Administrator's Report 17. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Externship Affiliation Agreement between Virginia College, LLC and Escambia County, Florida

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Externship Affiliation Agreement between Virginia College, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Externship Affiliation Agreement between Virginia College, LLC, and Escambia County, Florida:

- A. Approve the Externship Affiliation Agreement to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of Virginia College; and
- B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Virginia College has established certain training programs in applied health occupations and such programs require the provision of clinical facilities in which students may obtain the clinical learning experiences. The recommended Agreement will establish a partnership whereby Escambia County EMS will provide such clinical training, specifically in the ambulance billing system, for Virginia College students. It will benefit EMS through use of the additional manpower provided by student participants (externs).

The EMS Billing Office Supervisor will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with Virginia College.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristen Hual approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this Agreement has been coordinated with Virginia College and the County Attorney's Office. Joseph Scialdone, the EMS Billing Office Supervisor, will oversee implementation of the Agreement.

Attachments

Virginia College Externship Agreement

EXTERNSHIP AFFILIATION AGREEMENT

This Agreement is entered into this ____ day of November, 2012, by and between Virginia College, LLC (hereinafter referred to as the "VIRGINIA COLLEGE") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Externship Site " or "COUNTY").

WITNESSETH:

WHEREAS, Virginia College has established certain training programs in applied health occupations and such programs require the provision of clinical facilities in which the students may obtain clinical learning experience (Virginia College Externship Program); and

WHEREAS, Escambia County Emergency Medical Services (EMS), a division of the Public Safety Department of County, has clinical facilities where the students may acquire such clinical learning experiences; and

WHEREAS, it is to the benefit of both parties that students have practical training opportunities as future practitioners in an environment of quality healthcare; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility.

NOW THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. Virginia College will:
 - a. Be primarily responsible for the students' learning experiences and provide faculty sufficient to effectively implement the Virginia College Externship Program.
 - b. Provide the students with objective guidelines and a telephone number to the supervisors and preceptors working with the Virginia College Externship Program.
 - c. Ensure that its faculty members and students become familiar with and adhere to Externship Site standards, procedures, and code of ethics prior to the beginning of their practical assignment.
 - d. Agree to provide preparatory instruction to each student, in accordance with standards mutually agreeable to the parties, and to present for practical experience at Externship Site only those students who have satisfactorily completed the preparatory instructional program.
 - e. Instruct all of its students assigned to Externship Site with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of Externship Site personnel over patient care and administration. Virginia College shall instruct all of its students that proper attire must be worn at all times at Externship Site.

- f. Furnish Externship Site with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating students and faculty.
- g. Meet with designated Externship Site personnel for discussions and evaluation of the Virginia College Experiential Learning Program.
- h. Ensure that both faculty and students are covered by liability insurance as further described in paragraph 4 herein.

2. Externship Site will:

- a. Maintain the standards, which make it eligible for approval as a practical environment for student instruction.
- b. Permit faculty and students to use its patient care facilities for student learning experiences.
- c. Assume responsibility for the management of the student activities. Students will not replace staff or give service apart from its educational value.
- d. Assist in orienting the faculty and students and providing them with a thorough understanding of the practice field.
- e. Meet with designated faculty members of the Virginia College Externship Program as necessary to discuss and evaluate the student program.
- f. Provide access to medical records for educational use, subject to Externship Site's rules regarding patients' privacy, and provide appropriate reference materials and procedures to students.
- g. If, in the sole discretion of Externship Site, a student or faculty member is detrimental or disruptive to its operation, Externship Site may deny the student or faculty member access to its facilities.

- 3. Faculty and students who become injured or ill while at Externship Site are not employees for the purposes of workers' compensation benefits, disability, or any similar payments for such injuries.
- 4. Virginia College agrees to hold harmless and indemnify Externship Site against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the faculty and/or students in this program.

Virginia College agrees to obtain and maintain during the term of this Agreement a general liability policy covering said students and faculty. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to Externship Site upon request.

- 5. The parties agree that the students are not entitled to a job at the conclusion of the training period; and all parties, including Virginia College, Externship Site, and the students, understand that the students and faculty are not employees for any purpose and are not

entitled to wages and/or benefits for the time spent in training. Virginia College and Externship Site agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial.

- 6. The parties agree that there will be no discrimination based on race, religion, creed, sex, disability, age, or national origin, in any of their policies, practices, or procedures.
- 7. This Agreement may be amended with the mutual consent of both parties.
- 8. This agreement shall be effective when last executed by the parties and shall continue thereafter for **five (5) years or until terminated by either party upon thirty (30) days written notice of termination.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year below as set forth.

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

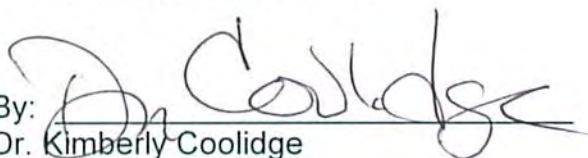
By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk


BCC Approved: _____

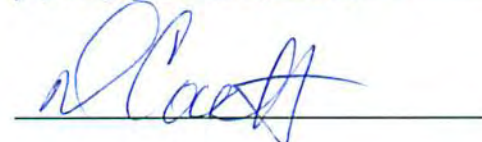
(SEAL)

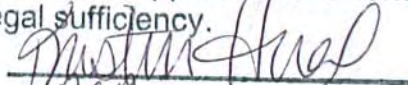
VIRGINIA COLLEGE, LLC

By: 
Dr. Kimberly Coolidge

WITNESSES:





This document approved as to form and legal sufficiency.
By: 
Title: ACH
Date: 10/26/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3490

County Administrator's Report 17. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Reinstatement of County Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Reinstatement of County Property - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Reinstatement of Property Form for four VHF portable radios (Property Numbers: 58027, 58028, 58029 and 58030) to Escambia County Public Safety/Emergency Management Services (EMS) (Cost Center 330302).

BACKGROUND:

In its meeting held September 6, 2012, the Board approved a request for disposition of assets which included the following VHF portable radios, PN 58027, 58028, 58029 and 58030. A need has since been determined for use in EMS administrative/supervisor vehicles to allow communications with surrounding counties' EMS/Fire agencies. Escambia County has upgraded its communications system to digital (P25) which is not compatible with VHF communication. The radios will be used in the event of mutual aide response.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

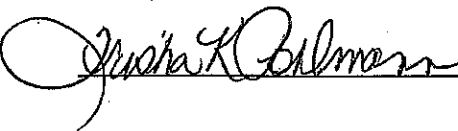
Attachments

Reinstate VHF Radios

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

TO: Clerk & Comptroller's Finance Department
 FROM: Reinstating Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 10/30/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE REINSTATED:

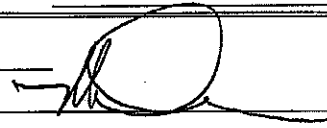
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	58027	VHF Radio, Portable	037TJY2228	XPR6500	2008	*Obsolete
N	58028	VHF Radio, Portable	037TJY2245	XPR6500	2008	*Obsolete
N	58029	VHF Radio, Portable	037TJY2252	XPR6500	2008	*Obsolete
N	58030	VHF Radio, Portable	037TJY2259	XPR6500	2008	*Obsolete
						*For normal operations of the County.

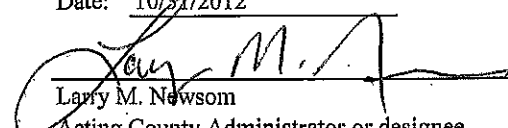
Reinstatement Comments: Property approved as surplus for disposal in landfill in Board meeting held September 6, 2012. A need has been determined for use in EMS admin/supervisor vehicles to allow communications with surrounding counties' EMS/Fire companies. Escambia County upgraded its communications system to digital (P25) which will not allow VHF communication.

INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable
 Computer is Ready for Disposition

Date: Information Technology Technician Signature: N/A

TO: County Administration Date: 10/30/2012
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 10/31/2012
 TO: Board of County Commissioners
 FROM: County Administration

 Larry M. Newsom
 Acting County Administrator or designee

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

This Equipment Has Been Auctioned / Sold
 by:

 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3498

County Administrator's Report 17. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Solid Waste Management - Request for Disposition of Property

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Dispositions 11/15/2012

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Solid Waste Management COST CENTER NO: 230304
 Susan Holt DATE: 10/26/12
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): *Susan R Holt* Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y-N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48166	Desktop PC - Weather Station	FQYZ401		11/6/07	Bad

Disposal Comments: No longer needed by department

INFORMATION TECHNOLOGY (IT Technician): *Mark Williams*
 Print Name

Conditions: Dispose-Good Condition-Usable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable
 Computer is Ready for Disposition

Date: 10-26-2012 Information Technology Technician Signature: *K + M*

TO: County Administration Date: _____
 FROM: Escambia County Department Director (Signature): *Patrick T. Johnson*
 Director (Print Name): Patrick T. Johnson

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
Larry M. Newsom
Larry M. Newsom
Acting County Administrator

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

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

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

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230304

Susan Holt DATE: 10/15/12
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	52088	Polaris Magnum ATV	4XACD32AX3B115987	330	2003	Poor

Disposal Comments: Replaced by new equipment

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 10/15/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: _____
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]

Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
Larry M. Newsom
Acting County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230314

Susan Holt DATE: 10/15/12
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47397	Ford Crew Truck	1FDXW47F3XEA35607	F450	1999	Poor
N	48165	International Crew Truck	1HTSCABN6YH274107	4700	2000	Fair
N	48165-001	Security Cab Mounted on 48165	n/a		1999	Fair

Disposal Comments: Replaced by new equipment

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 10/15/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: _____
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]
 Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
Larry M. Newsom
Acting County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230306

Susan Holt DATE: 10/15/12
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	48612	Mack Roll Off	1M2P264C71M032188	RD690S	2001	Fair
Y	52513	International Roll Off	1HTWXAXT04J092743	7600	2003	Fair

Disposal Comments: Replaced by new equipment

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 10/15/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: _____
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]

Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
Larry M. Newsom
Acting County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Solid Waste Management COST CENTER NO: 230304

Susan Holt DATE: 10/15/12
 Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53964	D02 Heavy Duty Aerator			2005	Poor

Disposal Comments: Scrap - no longer usable.

FLEET MANAGER: Dennis Rigby
 Print Name

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

Date: 10/15/12 Fleet Manager Signature: [Signature]

TO: County Administration Date: _____
 FROM: Escambia County Bureau Dept. Director (Signature): [Signature]

Dept. Director (Print Name): Pat Johnson

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
Larry M. Newsom
Acting County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3489

County Administrator's Report 17. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Surplus of stolen laptops

From: Charles Bourne

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Charles Bourne, IT Director for the Office of the State Attorney, 1st Circuit

That the Board approve the two Request for Disposition of Property Forms for the Office of the State Attorney, for property which is described and listed on the Forms, with reason for disposition stated. The Information Technology (IT) equipment was stolen from a parked vehicle while attorneys were in Atlanta, Georgia for Depositions.

BACKGROUND:

IT Articles purchased with Article 5 funds deposited with Escambia County by Okaloosa & Walton Counties.

Attached is a copy of the Offense Report outlining the theft - Report was filed with the Atlanta Police Dept on 4/29/2012.

BUDGETARY IMPACT:

No Impact. Article 5 funds from Okaloosa & Walton Co were used to purchase this equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Charles Bourne, IT Director, Office of State Attorney, 1st Judicial Circuit.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Items have not been returned by Atlanta Police Dept. Sufficient time has passed to believe items will not be recovered.

Please contact Charles Bourne, IT Director, at 850-595-4273 if any questions.

Attachments

stolen_laptops

police report

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306
Charles A. Bourne DATE: 9/25/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
y	E54661	DELL COMPUTER	JTWBWB1	GX520	05	POOR
y	E54751	DELL COMPUTER	F463791	GX520	06	POOR
y	E55511	DELL COMPUTER	9ZMQAC1	GX520	06	POOR
y	E55980	DELL COMPUTER	G2D42D1	GX745	07	POOR
y	E57015	DELL COMPUTER	744NMF1	GX740	08	POOR

Disposal Comments: CANNIBALIZED TO KEEP OTHER PC'S RUNNING

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

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

Computer is Ready for Disposition

Date: 10-1-12 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 9/25/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION: Date: 10/11/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: November 1, 2012
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) Doris Harris

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

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Date: 11-2-2012 Verified By: B. Schuyler

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney POST CENTER NO: 410306
Charles A. Bourne DATE: 9/25/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E53422	DELL COMPUTER	5B WJX51	GX 280	04	POOR
Y	E53408	DELL COMPUTER	G5H4361	GX 280	04	POOR
Y	E53625	DELL COMPUTER	D6W6K61	GX 280	05	POOR
Y	E54101	DELL COMPUTER	5D W4181	GX 520	05	POOR
Y	E54102	DELL COMPUTER	2D W4181	GX 520	05	POOR
Y	E54103	DELL COMPUTER	69 W4181	GX 520	05	POOR

Disposal Comments: CANNIBALIZED TO KEEP OTHER PC'S RUNNING

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

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

Computer is Ready for Disposition

Date: 10-1-12 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 9/25/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION: Date: 10/11/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: November 1, 2012
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) Doris Harris

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

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



Zone 2 Precinct
Investigations Unit
3120 Maple Drive N.E.
Atlanta, GA 30305
Phone (404) 816-7067
FAX (404) 816-7199

Fax Transmission

To: JENNIFER LIEB From: DET. ALLEN
Fax: Pages: 5
Phone: Date:
Re: CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

INCIDENT INFORMATION

Date Reported: 04/29/2012 Time: 1700
Report Officer: 5350 (CROSS II, G A)
Reviewed By: 3831 (RIDGE, E A)
Invest Officer: 4872 (ALLEN, ANDRE K)
Officer Making Rpt: 5350 (CROSS II, G A)
Supervisor: 3831 (RIDGE, E A)
Date Occurred: 04/28/2012 Time: 1400
Location: 3300 PEACHTREE RD NE Pref: Apt:
City: ATLANTA State: GA Zip: 30305-
Latest Poss Date: 4/29/2012 Time: 1700
Associated Offense #:
Rpt District: 208 Beat: 208 Shift: E
Command Area: 02
Damage Prop: \$0 Stolen Property: \$2090 Stolen Vehicle: \$0
Disposition: Disposition Date:

OFFENSES

Offense: 2305 (LAR-FROM VEHICLE NON-ACC)
IBR Code: 2305 Att/Comp: C UCR: 0640 UCR Arson: 0

VICTIM

Name: LIEB, JENNIFER
Juvenile: NO
Address: 57 LEGION PARK LOOP MIRAMAR, FL 32550
Bldg: Apt #:
Contact: (850) 892-8080 SSN: DOB: 11/02/1976 Sex: F Race: W
DL Number: L100421769020 State: FL Hgt: 5'07 Wgt: Hair: BLN Eyes: BLU
Employer: Contact:
Emp Addr:
Bldg: Apt #:

SUSPECT

Date and Time Last Updated: 4/29/2012 Officer Signed ID: 5350

Name: UNKNOWN
Juvenile: NO
Address:
Bldg: Apt #:
Contact: SSN: DOB: Sex: Race:
DL Number: State: Hgt: Wgt: Hair: Eyes:
Employer: Contact:
Emp Addr:
Bldg: Apt #:

PROPERTY

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOs, ETC
Property Type: ELECTRONIC

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

Brand: DELL Model:
Description: 2 DELL LAPTOPS Serial No:
Quantity: 2
Owner Applied No:
Date Reported: 4/29/2012 Value Stolen: \$2000 Value Recovered:
Date Recovered: Time: 1442
Time:

Property Tag #
Rec Type: STOLEN
Ucr Type: CLOTHING AND FURS Property Type: CLOTHING
Brand: KENNETH COLE Model:
Description: 2 PAIR OF KENNETH COLE SHOES Serial No:
Quantity: 2
Owner Applied No:
Date Reported: 4/29/2012 Value Stolen: \$90 Value Recovered:
Date Recovered: Time: 1442
Time:

Property Tag # 214MZF
Rec Type: DAMAGED
Ucr Type: MISCELLANEOUS Property Type: OTHER
Brand: CHEV Model: TANOR
Description: VEHICLE DOOR DAMAGED Serial No:
Quantity: 1
Owner Applied No:
Date Reported: 4/29/2012 Damaged Value:
Date Recovered: Time: 1442
Time:

TOTAL VALUE STOLEN: \$2090
TOTAL VALUE RECOVERED: \$0

VEHICLE

Date and Time Last Updated: 4/29/2012 Officer Signed ID: 5350

Rec Type:
Year: 2011 Make: CHEV Model: TAH
Style: 4D Color 1: BLK Color 2:
Tag Type: E Tag State: GA Tag Num: 214MZF
Vin: 1GNFK13047R413056
Value Stolen: Date Reported: 4/29/2012 Time: 1442
Value Recvrd: Date Recvrd: Time:

TOTAL VALUE STOLEN: \$0
TOTAL VALUE RECOVERED: \$0

NARRATIVE

On April 29, 2012, at 14:48 hours, I Officer Cross responded to 3300 Peachtree Rd (Grand Hyatt), in reference to a Information on a Larceny call. " Upon my arrival, I spoke with Mrs. Jennifer Lieb, phone number (850) 635-1541. Mrs Lieb advise she arrived at the Grand Hyatt

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

Hotel on 4/28/2012 at 17:30 hours, parked her 2007 Black Chevy Tahoe in number 307 of the Hyatt parking garage. Mrs Lieb advise after parking her vehicle she took her bags to the hotel room but left her shoes and lap top in the back of the Tahoe. Mrs. Lieb advise on 4/29/2012 she came down to her vehicle approx 9:00 am and noticed her dome light didnt come on when door opened and the front passenger door was unlocked and dash said rear access open. Mrs Lieb explain to me she didnt think to check contents of vehicle.

After noticing her door unlocked and dome light on, Mrs Lieb advised she grabbed her jacket and proceeded to go for a walk. Approximately 13:00 hours Mrs Lieb advise she got into her vehicle and drove to the Target at Lenox. At 14:00 hours Mrs Lieb states she drove back to the Hotel and went to get a bag out of her trunk and noticed her two Dell Laptops, Kenneth Cole boots, and mens Dockers brown shoes were missing.

When receiving this information I checked Mrs. Lieb door of the vehicle and noticed her door key was pushed backed. I advised Mrs. Lieb this is how the suspects entered her vehicle. I ask Mrs. Lieb did she believe this crime could of happen while she was parked at Target? Mrs. Lieb advised she didnt believe it happen at Target because she felt she wasnt there long enough. I asked the Manager of the Hotel if there were any video cameras were the crime took place. The manager advised me there were video cameras in the parking lot but not angle to were Mrs. Lieb vehicle was parked.

I raised CID to explain the crime that just took place. I advised Mrs. Lieb I was going to retrieve the information she given me and was going to make a report. I explained to her that an Investigator was going to contact her in a couple of days to further the investigation. I advised Mrs. Lieb to call central records with her case number within a week; if she wanted to recoup a report.

OFFENSE REPORT #121201269-00 REVIEWED BY CROSS II, G A ON 4/29/2012

OFFENSE REPORT #121201269-00 APPROVED BY RIDGE, E A ON 4/29/2012 9:09:08 PM

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-01
*** CONTAINS DRAFT INFORMATION ***

INCIDENT INFORMATION

*****DRAFT*****

Date Reported: 05/01/2012 Time: 1400
Report Officer: 4872 (ALLEN, ANDRE K)
Date Occurred: 04/28/2012 Time: 1400
Location: 3300 PEACHTREE RD. Pref: Apt:
City: ATLANTA State: GA Zip: 30305-
Latest Poss Date: 4/29/2012 Time: 1700
Associated Offense #: Rpt District: 208 Beat: 208 Shift: E
Command Area: 02 Stolen Property: \$1700 Stolen Vehicle:
Damage Prop: Disposition Date:
Disposition:

OFFENSES

Offense: 0000 (INFORMATION ONLY)
IBR Code: 9999 Att/Comp: C UCR: 9999 UCR Arson: 0

PROPERTY

*****DRAFT*****

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOs, ETC Property Type: ELECTRONIC
Brand: DELL Model: LATITUDE E6510
Description: LAPTOP COMPUTER Serial No: DY29YN1
Quantity: 1
Owner Applied No: Value Stolen: \$1000 Value Recovered:
Date Reported: 5/1/2012 Time: 1400
Date Recovered: Time:

*****DRAFT*****

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOs, ETC Property Type: ELECTRONIC
Brand: DELL Model: LATITUDE E6500
Description: LAPTOP COMPUTER Serial No: D6CT1M1
Quantity: 1
Owner Applied No: Value Stolen: \$700 Value Recovered:
Date Reported: 5/1/2012 Time: 1400
Date Recovered: Time:

TOTAL VALUE STOLEN: \$1700
TOTAL VALUE RECOVERED: \$0.

NARRATIVE

ON TUESDAY 05/01/12, I WAS CONTACTED BY VICTIM JENNIFER LIEB, WITH THE SERIAL NUMBER INFORMATION TO HER STOLEN LAPTOP COMPUTERS. THIS SUPPLEMENT REPORT WAS PREPARED IN REGARDS, AND FAXED TO CENTRAL RECORDS TO HAVE THE

Printed By: 4872
Printed Date: 05/01/2012

PAGE 2

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-01
*** CONTAINS DRAFT INFORMATION ***

ITEMS ADDED TO THE SYSTEM AS STOLEN.

OFFENSE REPORT #121201269-01 REVIEWED BY

OFFENSE REPORT #121201269-01 APPROVED BY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3478

County Administrator's Report 17. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for New Year's Eve Fireworks Display at Pensacola Beach Pier

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

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

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Fishing Pier adjacent to Casino Beach, from 11:59 p.m., December 31, 2012, to 12:15 a.m., January 1, 2013.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Application

Location Map



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

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	SE 121007470
Building Permit Number:	
Approved By:	Date:

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

Limited Waiver Section Only	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Date of Activity: 12/31/12	Description of Activity: New Year's Eve Fireworks off of Pensacola Beach Gulf Pier
Beginning Time: 11:59	Ending Time: 12:15 a.

Remarks or Comments: New Year's Eve Fireworks Display

Driving Directions: Pensacola Beach Fishing Pier adjacent to Casino Beach.

Escrow Account Number:	Date: 10/15/12
Applicant Signature: Maureen LaMar	

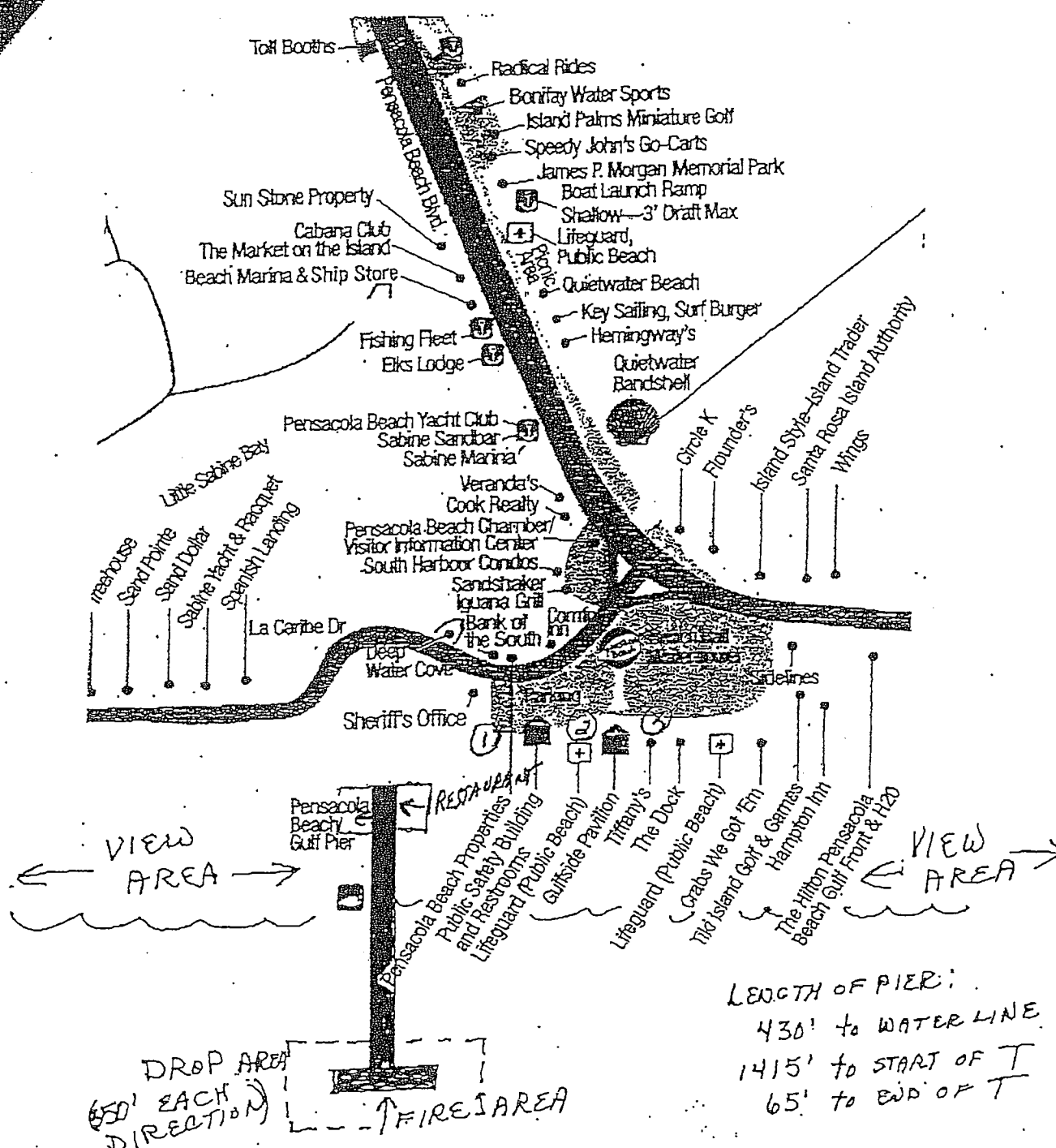
SRIA

Fax: 850-932-1866

Dec 17 2008 06:20pm P002/002

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

CONTACT



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

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3470

County Administrator's Report 17. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: 2012 Extension Council Appointments and Reappointments

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

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

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

A. Appoint the following four individuals to a two-year term, effective December 1, 2012, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
4	David W. Fitzpatrick, 4325 Crabtree Church Road, Molino, FL 32577
8	Tina Lynn Sellers, 121 Calle de Sandiago, Pensacola, FL 32502
10	Genevieve English-Charles, 2807 Larkin Street, Pensacola, FL 32514
12	Dorothy Brown, 1422 North 7th Avenue, Pensacola, FL 32503

B. Reappoint the following two individuals to a two-year term, effective December 1, 2012, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
2	Jamie Hall, 3220 Highway 164, McDavid, FL 32568
6	Julie Boutwell, 50 Meharg Road, Molino, FL 32577

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

BACKGROUND:

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

member of the BCC.

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

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

BUDGETARY IMPACT:

No budgetary impact associated with appointment to the Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No personnel impact associated with appointment to the Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval. Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

Ext Council Even Zone Appts-2012

Extension Council Nominee Information Sheet

Name: David W. Fitzpatrick - Zone 4
Mailing Address: 4325 Crabtree Church Road
City / State / Zip: Molino, FL 32577
Contact Phone: 850-698-7747
Alternate Phone: 850-476-8677 work

How long have you been a resident of Escambia County? 52 years, native

Current employer & position. If retired, last employer	David W. Fitzpatrick, P.E., P.A. President
--	--

Educational Background	BS Civil Engineering, University of South Alabama, 1986 Graduate of J.M. Tate High School, 1978
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Worked with my children in the 4H club Held position on the Escambia County Board of Adjustment
---	--

List any hobbies or activities involved with or pursuing	Caring for our small farm, fishing, and softball.
--	---

Anything else you would like to add	I look forward to serving on the Extension Council.
-------------------------------------	---

E-mail address: david@fitzeng.com

Extension Council Nominee Information Sheet

Name: Tina Lynn Sellers - Zone 8

Mailing Address: 121 Calle de Sandiago

City / State / Zip: Pensacola, FL 32502

Contact Phone: 850-516-7489

Alternate Phone: 850-434-3111 work

How long have you been a resident of Escambia County? 29 years

Current employer & position. If retired, last employer	Sellers, Skievaski, Stevenson Attorneys 919 N. 12th Ave, Pensacola, FL 32501 Office Manager
--	---

Educational Background	College of Charleston 2-year degree in Cosmetology Bonds Willson High School, Charleston
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Optimist Club Relay for Life Christmas Angels
---	---

List any hobbies or activities involved with or pursuing	Gardening and Garden Photography Yoga Camping and Hiking Event Planner
--	---

Anything else you would like to add	My current undertaking is a book that I am working on, "The Secret Gardens of Pensacola." This will be a beautiful table book full of photographs of some of the amazing gardens that we have here!
-------------------------------------	---

E-mail address: tinalynnsellers@mac.com

(Zone 10)
Genevieve English-Charles
2807 Larkin Street
Pensacola, FL 32514
850-791-6937-Home 225-247-8467-Cell
gle1@cox.net

Seventeen years of operational/management experience, my range of experiences include: Business, Financial/Accounting, Education and Disaster Recovery. I consider myself a versatile leader with a reputation for delivering results, being a quick study and effective communicator.

EDUCATION:

Bachelor of Arts/Science in Business Administration/Management, 2003
University of West Florida, Pensacola, FL

Other Special Notes: *Notary Public for the State of Florida 2015

SKILL SUMMARY:

- Sound ability to analyze difficult situations, often-stressful circumstances and arrive at a judicious conclusion for maximum results with minimal impact to the daily operations
- Successful and extensive experience in organizational structure, manpower requirement and expense management
- Broad experience in multi-tasking, communication, meeting deadlines, attention to details and strong organizational skills.
- 9 years of working knowledge/abilities in Database Management, Troubleshooting, Dispatching Drivers and Daily Routes, Loyalty and Strong Work Ethic, Customer Service/Service Centers, Records Management, Coaching & Counseling, Problem-solving Skills, Internal & External Customer Relations, Equipment and Inventory Control

WORK EXPERIENCES:

Ricoh/Ikon – Baton Rouge, LA 8/2010 - 8/2011
Site Manager 1 & Integrated Account Manager

State of Louisiana - Board of Regents, Higher Education - Baton Rouge, LA 5/2008 - 08/2010
Evaluation Specialist/Program Specialist C

FEMA - Baton Rouge, LA 07/2005 - 3/ 2006 (Hurricane Katrina and Rita)
Deputy Chief of Staff/Program Specialist/Project Officer Public Assistance (PA) Infrastructure

The Shaw Group - Baton Rouge, LA 8/2004 - 7/2005
Human Resource Generalist/Executive Assistant to the V. P. of Human Resources &
Director of Compensation and Benefits

XEROX - Birmingham, AL & Kenner, LA & Pensacola, FL 5/1992 - 11/2002
Senior Client Account Manager

Extension Council Nominee Information Sheet

Name: Dorothy Brown - Zone 12

Mailing Address: 1422 North 7th Avenue

City / State / Zip: Pensacola, FL 32503

Contact Phone: 850-429-1755

Alternate Phone: _____

How long have you been a resident of Escambia County? 46 years

Current employer & position. If retired, last employer	M & A Community Outreach Center, Pensacola, FL Director Baptist Hosital, Behavior Thearapist
--	--

Educational Background	PhD - Social Service with emphasis in Special Education MS Psychology and MS School Psychology Empresarial University, Costa Rica
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	4-H Volunteer Leader (3 Years), Food and Clothing Giveaway at the M & A Community Center, and Tutoring for area youth
---	---

List any hobbies or activities involved with or pursuing	Cooking, Basketball, Gardening
--	--------------------------------

Anything else you would like to add	Looking forward to serving on the Escambia County Extension Council and learning about the educational services offered to the citizens throughout the county.
-------------------------------------	--

E-mail address: macommunity44@gmail.com

Extension Council Nominee Information Sheet

Name: Jamie Hall - Zone 2

Mailing Address: 3220 Hwy 164

City / State / Zip: McDavid, FL 32568

Contact Phone: 850-549-1335 cell

Alternate Phone: 850-327-4900 home

How long have you been a resident of Escambia County? Life - 40+ years

Current employer & position. If retired, last employer	Resource Management Service LLC - District Forester * Hall Farms - Owner
---	--

Educational background	Ernest Ward H.S. 1987 * A.S. Pre-Engineering - Jeff Davis Junior College * B.S. Forestry Operations - Auburn University 1993 * Wedgeworth Leadership Institute for Florida Agriculture & Natural Resources 2002
-------------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	Escambia County Farm Bureau Board of Directors, Escambia County Farm Service Agency (FSA) County Committee, Florida Forestry Association - Landowner Committee, Northview FFA Advisory Board,
--	---

List any hobbies or activities involved with or pursuing	promoting Florida Agriculture and raising two kids
---	--

Anything else you would like to add	NOPE
--	------

E-mail address HallFarm@erec.net or JHall@ResourceMgt.com

Extension Council Nominee Information Sheet

Name: Julie Boutwell Zone 6
Mailing Address: 50 Meharg Road
City / State / Zip: Molino/FL/32577
Contact Phone: 850-587-3898
Alternate Phone: 850-554-6723

How long have you been a resident of Escambia County? lifelong-37 years

Current employer & position. If retired, last employer	Gulf Coast Oral & Maxillofacial Surgery-Secretary(Insurance)-Surgical Assistant
--	---

Educational background	High School Graduate - Pine Forest High 1991 * Dental Radiology/Expanded Functions Certified
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Barrineau Park 4-H Club
---	-------------------------

List any hobbies or activities involved with or pursuing	Fishing, camping, crafts, my children
--	---------------------------------------

Anything else you would like to add	
-------------------------------------	--

E-mail address julie@gulfcoastomfs.com



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3499

County Administrator's Report 17. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Request for Disposition of Property

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

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

That the Board approve two Request for Disposition of Property Forms for the Escambia County Corrections Department for property to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms.

BACKGROUND:

The surplus 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 Form has been signed by all applicable authorities and the Acting County Administrator.

BUDGETARY IMPACT:

N/A

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, all property will be disposed of according to the Disposition of County Property.

Attachments

Disposition of Property Forms

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Corrections COST CENTER NO: 290301

Melissa Gordon DATE: 11/01/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57033	Crown Victoria	2FAFP71V08X151139	FORD	2008	TOTALLED

Disposal Comments: Vehicle was totaled in the flood on June 2012.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/01/12
 FROM: Escambia County Department Director (Signature): *Gordon C. Pike*

Director (Print Name): Gordon C. Pike

RECOMMENDATION: Date: 11-6-12
 TO: Board of County Commissioners
 FROM: County Administration
Larry M. Newsom
 Larry M. Newsom
 Acting County Administrator

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

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

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Corrections COST CENTER NO: 290101

Melissa Gordon _____ DATE: 11/01/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52070	PRIUS	JT2BK12U730072237	TOYOTA	2003	TOTALED
Y	53020	PRIUS	JTDKB22UX40061196	TOYOTA	2004	TOTALED

Disposal Comments: Vehicles were totaled from the flood in June 2012.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

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

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/01/12
 FROM: Escambia County Department Director (Signature): Gordon C. Pike

Director (Print Name): Gordon C. Pike

RECOMMENDATION: _____ Date: 11-6-12
 TO: Board of County Commissioners
 FROM: County Administration

Larry M. Newsom
 Larry M. Newsom
 Acting County Administrator

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

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3483

County Administrator's Report 17. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: Request to Surplus Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Disposition of County Property - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus and authorize the disposition of all the assets shown in the listing. All assets on this listing are obsolete, non-functional, or not tangibly present.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed.

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

Surplus Inventory 111512

Escambia County Surplus Items						
<u>ITEM</u>	<u>Asset Tag # & CC</u>	<u>Cost Center</u>	<u>Items Description</u>	<u>Department it came from</u>	<u>BCC Date Surplus</u>	<u>Additional Info</u>
HP Laser Jet 5N	45663	250101	USKB219211	Pat Knight/Planning	11/15/2012	Junked
HP Laser Jet	48820	250101	USMJ009747	Pat Knight/Planning	11/15/2012	Junked



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3451

County Administrator's Report 17. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/15/2012

Issue: CRA Meeting Minutes, October 18, 2012

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes October 18, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On October 18, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal sign-off is required for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRA Minutes October 18, 2012



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 18, 2012
8:45 a.m.**

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

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson

Absent: Commissioner Grover Robinson, IV
Commissioner Kevin White

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Alison Rogers, County Attorney
Keith Wilkins, Department Director

Call to Order.

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

Proof of publication

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

I. Technical/Public Service

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

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

Vote: 3 - 0 - Unanimously

b Recommendation Concerning CRA Meeting Minutes September 17, 2012 - Keith Wilkins. REP. Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the September 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Senior Office Support Assistant.

Vote: 3 - 0 - Unanimously

II. Budget/Finance

a Recommendation Concerning Commercial Sign Grant Funding Agreement for 604 North New Warrington Road - Keith Wilkins. REP. Community and Environment Department Director

That the Board ratify the following October 18, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 604 North New Warrington Road:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Waste Knot Connections, Inc., owner of commercial property located at 604 North New Warrington Road, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$693.00, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for replacing an existing free standing sign and repainting the poles; and

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

Vote: 3 - 0 - Unanimously

b Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 214 Payne Road - Keith Wilkins. REP. Community and Environment Department Director

That the Board ratify the following October 18, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 214 Payne Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Isobel Jacobs, the owner of residential property located at 214 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for installing new storm windows and connecting to

sanitary sewer; and

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

Vote: 3 - 0 - Unanimously

c Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 306 Southeast Kalash Road - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following October 18, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 306 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eunice L. George, the owner of residential property located at 306 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,377 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 3 - 0 - Unanimously

d Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 2901 North "E" Street - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following October 18, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 2901 North "E" Street:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 2901 North "E" Street between Escambia County CRA and RJ Properties of NW Florida, LLC, the owner of residential property located at 2901 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$8702 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301 for resurfacing parking lot to include striping and installation of parking bumpers; and

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

Vote: 3 - 0 - Unanimously

III. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3497

County Administrator's Report 17. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: SBA #033 - June 2012 Flood Insurance Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #033 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #033, Internal Service Fund (501) in the amount of \$3,110,920, to recognize the remaining June 2012 Flood Insurance proceeds, and to appropriate these funds to complete all associated repairs to County Facilities that were damaged during that time.

BACKGROUND:

The County received approximately \$5.2 million in insurance proceeds in Fiscal Year 2011-12 as a result of the June 2012 Flood damage. We have recognized \$2,089,080 of these funds, this SBA recognizes the remaining amount of funding into the Fiscal Year 2012-13 Budget to complete repairs to County facilities.

BUDGETARY IMPACT:

This amendment will increase Fund 501 by \$3,110,920.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#033

**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 multiple insurance proceeds for the June 2012 Flood Event in the prior Fiscal Year and these revenues must be recognized and appropriated in the current Fiscal Year's Budget for flood repairs.

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, 2013:

<u>Internal Service Fund</u> Fund Name	<u>501</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Fund Balance	501	389901	3,110,920
Total			<u><u>\$3,110,920</u></u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	501/140836	54601	3,110,920
Total			<u><u>\$3,110,920</u></u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

**Supplemental Budget Amendment
#033**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3449

County Administrator's Report 17. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 1000 North Navy Boulevard

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 1000 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following November 15, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 1000 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between the Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$8,750, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for repaving and striping the parking lot; and

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

BACKGROUND:

The intent of the Commercial Facade, Landscape, and Infrastructure Grant program is to provide funding to update the appearance, property value, and economic activity mainly on commercial corridors within Escambia County's designated redevelopment areas.

On November 15, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Fun Zone Pizza, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA and NEFI staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

1000 North Navy Boulevard Commercial Grant

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 15th day of November 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Fun Zone Pizza, Inc., (the "Recipient"), owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$8,750**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$8,750**, which shall be comprised of a cash contribution of **\$8,750**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **15th** day of **November 2012**, and the Project shall be complete on or before the **15th** day of **February 2013**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Fun Zone Pizza, Inc.
c/o Donna Baudendistel
1000 Navy Blvd
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.
By: [Signature]
Title: PCA
Date: 10/22/12

For: **Escambia County Board of County Commissioners**

By: _____
Gene M. Valentino, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: **Fun Zone Pizza, Inc.**

[Signature]

Donna Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October 2012 by **Donna Baudendistel**, Property Owner. He/She () is personally known to me or (x) has produced B35-170-623-0 FL license as identification.



[Signature]

Signature of Notary Public
Clara F. Long

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Fun Zone Pizza, Inc.**
Property Address: **1000 North Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Parking lot improvement to include repaving and striping.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Fun Zone Pizza, Inc.</u>	<u>1000 North Navy Boulevard Pensacola, Florida 32507</u>	<u>37-2S-30-2006-000-001</u>

Total Amount of Lien **\$8,750**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Fun Zone Pizza, Inc.

[Signature]
Donna Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of October, 2012 by Donna Baudendistel, Property Owner. He/She () is personally known to me or () has produced FL License B353, ... 12-1 as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
Gene M. Valentino, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: A/C
Date: 10/22/12





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3430

County Administrator's Report 17. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Lexington Terrace Stormwater Retrofit Project PD 11-12.057

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lexington Terrace Stormwater Retrofit Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price, Indefinite Quantity, Indefinite Delivery Contract for the Lexington Terrace Stormwater Retrofit Project, ITB PD 11-12.057, to Roads, Inc., of NWF, for a total Base Bid amount of \$628,261.15.

[Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012 - \$376,956.69; Fund 101, Escambia County Restricted Fund, Object Code 56301, Cost Center 220310 - \$20,000; Fund 352, Local Option Sales Tax III Fund, Object Code 56301, Project Number 10NE0022, Cost Center 220102 - \$155,011; and Fund 352, Local Option Sales Tax III, Object Code 56301, Project Number 09NE0018, Cost Center 220102 - \$76,293.46]

BACKGROUND:

Bid were received from 6 contractors on October 10, 2012. Roads Inc., of NWF being the lowest Responsive and Responsible bidder received.

The project is a stormwater retrofit project for the park and contributing offsite areas. There are two major stormwater collection systems in the park. Both of the systems collect runoff through a series of inlets. The project is funded by a Section 319 Grant which will pay for the treatment related improvements. The grant calls for multiple treatment trains where possible.

BUDGETARY IMPACT:

[Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012, \$376,956.69, Fund 101, Escambia County Restricted Fund, Object Code 56301, Cost Center 220310, \$20,000, Fund 352, Local Option Sales Tax III Fund, Object Code 56301, Project Number 10NE0022, Cost Center 220102, \$155,011, Fund 352, Local Option Sales Tax III, Object Code 56301, Project Number 09NE0018, Cost Center 220102, \$76,293.46]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Standard Form Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Community & Environmental Department, Water Quality & Land Management Division that they may issue a Notice to Proceed to Roads Inc., of NWF.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Lexington Terrace Stormwater Retrofit Project ITB# 11-12.057										
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 10/10/12 Pre-Bid: 10:00 a.m., CST 9/5/12	Cover Sheet/ Acknowl	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowledgment of Three (3) Addendums	Bid Bond/	Base Bid Total	Alt #1	Alt #2	Alt #3	Deductive Alternate #1 County Haul of Excess Cut
NAME OF BIDDER												
Brown Construction of NWF 10200 Cove Ave Pensacola, FL 32534	X	X	X	X	X	X	X	\$671,767.72	\$64,508.73	\$42,090.05	\$18,020.66	\$3.00
Gulf Atlantic Constructors, Inc 650 W Oakfield Rd Pensacola, FL 32503	X	X	X	X	X	X	X	\$711,794.15	\$66,120.50	\$43,645.00	\$18,050.00	\$3.85
Heaton Brothers Construction Co 5805 Saufley Field Rd Pensacola, FL 32526	X	X	X	X	X	X	X	\$761,579.70	\$60,317.00	\$41,650.00	\$13,772.00	\$2.00
Panhandle Grading & Paving 2665 Solo Dos Familiaf Pensacola, FL 32534	X	X	X	X	X	X	X	\$792,494.11	\$100,196.70	\$64,816.20	\$9,830.00	\$2.17
Roads Inc., of NWF 106 Stone Blvd Cantonment, FL 32533	X	X	X	X	X	X	X	\$628,261.15	\$67,740.00	\$54,300.00	\$9,500.00	\$2.25
Starfish, Inc of Albama 114 Blacksher Street Brewton, AL 36426	X	X	X	X	X	X	X	\$932,435.30	\$78,330.00	\$63,250.00	\$20,000.00	6.75

CAR
DATE 11/1/2012

BOCC
DATE 11/1/2012

The Purchasing Chief/Designee recommends to the BCC: To award a unit price, indefinite quantity, indefinite delivery contract to: Roads Inc of NWF for the above referenced project in a total amount of \$628,261.15 for Base Bid Total.

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 at 12:00 p.m., CDT, Friday, October 19, 2012


CS/ crs



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3447

County Administrator's Report 17. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Mechanical Repairs to 2251 North Palafox

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Mechanical Repairs to the County Office Building at 2251 North Palafox - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to McDonald Construction Services, Inc., for Mechanical Repairs to the County Office Building at 2251 North Palafox, PD 11-12.063, in the base bid amount of \$202,500.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project #6FL00130]

BACKGROUND:

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 County area damaging homes, businesses, infrastructure, vehicles and equipment. The County Office Building on 2251 North Palafox, Community Corrections, received heavy water damage from flooding. The mechanical equipment room had several feet of flood water affecting the majority of the equipment in the room which now has to be replaced.

BUDGETARY IMPACT:

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project # 6FL00130]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's standard form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Mechanical Repairs to 2251 North Palmetox ITE# 11-12.063											
Bid Opening Time: 10:00 am, CDT	Bid Opening Date: 10/23/2012	Cover Sheet/Acknowl.	Sworn Statement Pursuant to Section (287.133) (3)(4) Florida Statute on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknow Addenda	Base Bid Renovation of Mechanical Systems as per Plans & Specs	Alt 1 Replacement of Boiler w/Condensing Type	Alt 2 Replacement of Water Heater w/Condensing Type	Total Base Bid Plus Alt 1 & 2	Price for All HVAC DDC Controls & Devices
Air Design Systems Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$228,987	\$22,616	\$8,455	\$259,058	\$36,662
McDonald Construction Services Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$202,500	\$18,900	\$6,700	\$228,100	\$32,832
The Wright Co	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$202,822	\$17,657	\$6,703	\$227,182	\$32,832
Star Services Inc of Mobile	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$229,572	\$15,667	\$6,867	\$252,106	\$32,832
BIDS OPENED BY: Joe F. Piliary, Jr., CPPPO, CPPB, Purchasing Coordinator DATE: October 23, 2012													
BIDS WITNESSED BY: Angie Holbrook DATE: October 23, 2012													
BIDS TABULATED BY: Angie Holbrook DATE: October 23, 2012													
<div style="display: flex; justify-content: space-between;"> CAR DATE 11/01/2012 BOCC DATE 11/01/2012 </div>													

The Purchasing Manager/Designee recommends to the BCC: To award a contract to McDonald Construction Services, Inc., for base bid only in the amount of \$202,500. Alternates 1 & 2 will not be included. 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: 10/26/2012 - 3:00 pm CDT





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3500

County Administrator's Report 17. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Purchase of Kubota Tractors with Terrain King Boom Mowers

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Kubota Tractors with Terrain King Boom Mowers - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Purchase of two Kubota Tractors:

A. Rescind the Board's action of May 17, 2012, authorizing the County to piggyback off of the National Purchasing Partners (NPP) Cooperative, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and awarding a Purchase Order for two 2012 John Deere 6300 cab tractors, with 2012 Diamond DBR-05 boom mower attachments, PD 11-12.032, to John Deere Company, in the amount of \$172,515.28 (Funding: Fund 175, Cost Center 210402, Object Code 56401); and

B. Authorize the County to piggyback off of the Florida Sheriff's Association Contract 12-10-0905, Specification 18, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications and Exemptions, and Section 46-64, Board approval, and award a Purchase Order for two 2013 Kubota Tractors M108S KB2200, with Terrain King Boom Mowers, PD 12-13.006, to Creel Tractor Company, in the amount of \$189,179.60.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The John Deere tractor/mower units referenced in part A above (P.O.121284), cannot be delivered on a timely schedule. For that reason, it is requested that the Kubota tractor/mower units referenced in part B above be purchased. These tractor/ mower units will be used in conjunction with other units in the Road Department's right-of-way maintenance program. They will replace 2 older models now in use. The replaced units will be disposed at auction.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 210402, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Kubota Tractors with Terrain King Boom Mowers

VEHICLE:	M108 with Terrain King Boom Mower			
DEALER:	Creel Tractor Company	Creel Tractor Company	Creel Tractor Company	Creel Tractor Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$86,725.00	\$86,525.00	\$86,425.00	\$86,225.00

Order Code	Delete Options	All Zones
108SHD KB1800 ¹	Downgrade model - specify <i>108Hp 4wd Rops, with 18' Boom Mower with Rotary Head</i> ¹	\$3,300.00 ¹
108SH KB1800 ¹	Downgrade model - specify <i>108Hp 2wd Rops, with 18' Boom Mower with Rotary Head</i> ¹	\$1,100.00 ¹
108SH KB2200 ¹	Downgrade to 2 wheel drive <i>Same configuration as base spec but it 2wd</i> ¹	\$4,000.00 ¹
	Downgrade to a 20' boom reach	NA
	Downgrade - specify	NA
	Downgrade - specify	NA
34802986190 ¹	Optional equipment delete - specify <i>5' Rotary Head no Swivel</i> ¹	\$9,100.00 ¹
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA

Order Code	Add Options	All Zones
108SHD KB2200 Joystick ¹	Model upgrade - specify <i>Same as Base Spec but with Joystick control boom</i> ¹	\$5,900.00 ¹
M108SHDC KB2200 Joystick ¹	Model upgrade - specify <i>108HP 4x4 Cab A/C w23' Boom Joystick Control</i> ¹	\$11,000.00 ¹
M108SDSC KB2200 Joystick ¹	Model upgrade - specify <i>108HP 4x4 Cab A/C w23' Boom Joystick Control 32x32 Transmission</i> ¹	\$12,500.00 ¹
SHDC ¹	Enclosed cab with heating and air conditioning <i>Cab A/C and Heat</i> ¹	\$6,100.00 ¹
M9270 ¹	Air suspension seat cab only <i>Air Ride Seat</i> ¹	\$490.00 ¹
E9276B ¹	AM/FM stereo with cassette and quartz clock <i>Am/FM Radio CD</i> ¹	\$425.00 ¹
M7661 ¹	Rear washer/wiper, rotating beacon <i>Rear Window Wiper Kit</i> ¹	\$225.00 ¹
	4-wheel drive	Incl.
	Oscillating hydraulic assist front axle	NA
	CVT transmission with constant velocity	NA
	3 spool valve and selector	NA
	Additional fuel tank	NA
	Telescopic mirrors	NA
	Treborg 22 ply tires or equivalent	NA



**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**AGRICULTURE TYPE TRACTOR WITH BOOM MOWER (4 WHEEL DRIVE)
SPECIFICATION #18**

2013 Kubota M108 with Terrain King Boom Mower

The Kubota M108 with Terrain King Boom Mower purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$86,725.00	\$86,525.00	\$86,425.00	\$86,225.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3454

County Administrator's Report 17. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Approval of Miscellaneous Appropriations Agreement for Escambia-Pensacola Human Relations Commission

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of Miscellaneous Appropriations Agreement between Escambia County and the Escambia-Pensacola Human Relations Commission:

A. Approve the Miscellaneous Appropriations Agreement for \$84,265 to be paid from the General Fund (001), Cost Center 110201, Account 58204;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

HRC Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia-Pensacola Human Relations Commission, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$84,265.00 to conduct the program generally described as:

Escambia-Pensacola Human Relations Commission

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$84,265.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

By: _____

Title: _____

Witness

Witness

This document approved as to form and legal sufficiency.

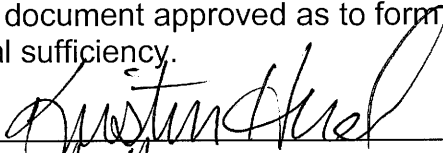
By: 
Title: HCH
Date: 10/24/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Escambia-Pensacola Human Relations Commission

APPROVED BUDGET

SALARIES AND BENEFITS \$ 42,929.22
SUPPLIES \$ 971.97
TRAVEL..... \$ _____
UTILITIES..... \$ _____
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Health Insurance \$ 25,188.00
Expenses \$ 15,175.81
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ 40,363.81

OTHER NON-RECURRING COSTS

_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 84,265.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia-Pensacola Human Relations Commission: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3491

County Administrator's Report 17. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Contract Award for PD 11-12.049, A&E Services for Central Booking & Detention Facility Restoration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 11-12.049, A&E Services for Central Booking and Detention Facility (CBDF) Restoration - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Caldwell Associates Architects, Inc., per the terms and conditions of PD 11-12.049, A&E Services for Central Booking and Detention Facility (CBDF) Restoration, in the amount of \$264,827.

[Funding: Fund 352, Lost III, Cost Center 540115, Object Code 56301, Project Number 13SH2253 - \$40,813; Fund 352, Lost III, Cost Center 540115, Object Code 56201, Project Number 13SH2253 - \$30,395.50; and Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54601, Project Number 6FL00155 - \$193,618.50]

BACKGROUND:

Request for Letters of Interest, PD 11-12.049, A&E Services for Central Booking and Detention Facility (CBDF) Restoration were publicly noticed on Monday, July 16, 2012 to 252 known firms. Responses were received from 9 firms on Tuesday, July 31, 2012.

BUDGETARY IMPACT:

Funding:

Fund 352 Lost III, Cost Center 540115, Object Code 56301, Project Number 13SH2253 – \$40,813.00

Fund 352 Lost III, Cost Center 540115, Object Code 56201, Project Number 13SH2253 – \$30,395.50

Fund 501 Internal Service Fund, Cost Center 140836, Object Code 54601, Project Number 6FL00155 – \$193,618.50

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services)

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Fee Proposal



Restore to Original (Estimated Construction Cost - \$1,395,000)

Basic Service

Schematic Design	15%	\$	18,374.70
Design Development	20%	\$	24,499.60
Construction Documents	40%	\$	48,999.20
Bidding Negotiations	5%	\$	6,124.90
Construction Administration	20%	\$	24,499.60
			Subtotal
		\$	122,498.00

Additional Services (Work not included in Basic Services)

Field Work (Lump Sum)		\$	8,546.00
Kitchen Consultant (Lump Sum)		\$	21,564.50
Laundry Consultant (Lump Sum)		\$	18,215.00
Communications - Security Cameras (Lump Sum)		\$	3,365.00
Communications - Voice/Data Design (Lump Sum)		\$	14,430.00
Reimbursables (Not to Exceed Allowance)		\$	5,000.00
			Subtotal
		\$	71,120.50

Total \$ 193,618.50

User Requested Changes (Estimated Construction Cost - \$220,000)

Basic Service

Schematic Design	15%	\$	3,092.40
Design Development	20%	\$	4,123.20
Construction Documents	40%	\$	8,246.40
Bidding Negotiations	5%	\$	1,030.80
Construction Administration	20%	\$	4,123.20
			Subtotal
		\$	20,616.00

Additional Services (Work not included in Basic Services)

Programming / Alternatives / Estimates (Lump Sum)		\$	3,963.50
Fire Protection - Performance Specification Only (Lump Sum)		\$	3,816.00
Reimbursables (Not to Exceed Allowance)		\$	2,000.00
			Subtotal
		\$	9,779.50

Total \$ 30,395.50



Flood Wall and Gate (Estimated Construction Cost - \$472,500)

Basic Service

Schematic Design	15%	\$	5,367.15
Design Development	20%	\$	7,156.20
Construction Documents	40%	\$	14,312.40
Bidding Negotiations	5%	\$	1,789.05
Construction Administration	20%	\$	7,156.20
	Subtotal	\$	35,781.00

Additional Services (Work not included in Basic Services)

Analyze Drainage System (Lump Sum)		\$	4,032.00
Reimbursable (Not to Exceed Allowance)		\$	1,000.00
	Subtotal	\$	5,032.00

	Total	\$	40,813.00
--	--------------	-----------	------------------

	GRAND TOTAL	\$	264,827.00
--	--------------------	-----------	-------------------

Note: *Allowances - The following are not included, however may be substituted for the printing on reimbursable allowance above.

- Travel
- Soils Studies
- Commissioning
- FDOT 660
- ID Sample Boards
- Environmental
- Traffic Studies
- Record Drawings
- Others as identified in DMS Add Service List or as agreed to by both parties

Caldwell Associates Architects Schedule

Schematic Design	30	Days
Design Development	45	Days
Construction Documents	60	Days
Bidding/Negotiations	28	Days
Construction Administration	<u>120</u>	Days

	TOTAL	283	Days
--	--------------	------------	-------------



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3495

County Administrator's Report 17. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: PD 12-13.002 Wedgewood School Demo and Deconstruction

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 12-13.002, Wedgewood School Demo & Deconstruction - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 12-13.002, Wedgewood School Demo & Deconstruction, to Virginia Wrecking Co., Inc., for the base bid lump sum in the amount of \$121,399.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56201, Project #09PF0023]

BACKGROUND:

PD12-13.002 was advertised in the Pensacola News Journal on October 8, 2012. Bids were received from (11)eleven firms on October 30, 2012. Virginia Wrecking Co., Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 352, LOSTIII, Cost Center 110267, Object Code 56201, Project #09PF0023

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Standard form contract will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the notice to proceed upon contract completion.

Attachments

Bid tab

PUBLIC NOTICE OF RECOMMENDED AWARD... Continued

BID TABULATION		DESCRIPTION: Wedgewood School Demo & Deconstruction ITB# 12-13.002									
Bid Opening Time: 3:00 p.m., CDT	Cover Sheet/Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond/	Acknowledgment of Addendums	Lump Sum Total for Demolition, Deconstruction & Asbestos Abatement as per plans and specification	Left Blank Intentionally	Left Blank Intentionally	
MV7, Inc. 6601 Memorial Hwy., Ste. 119 Tampa, FL 33615	X	X	X	X	X	X	X	\$182,313.98			
Morette Company 1201 North Tarragona Street Pensacola, FL 32501	X	X	X	X	X	X	X	\$207,280			
NCM Demolition and Remediation LP 453 Van Pelt Lane Pensacola, FL 32505	X	X	X	X	X	X	X	\$197,800			
Samsula Waste Inc DBA Samsula Demolition 363 SR 415	X	X	X	X	X	X	X	\$382,294			
Virginia Wrecking CO., Inc 10430A CR 65, P.O. Box 2730 Daphne, AL 36526	X	X	X	X	X	X	X	\$121,399			
BIDS OPENED BY: Claudia Simmons, CPPO, Purchasing Manager		DATE: October 30, 2012									
BIDS TABULATED BY: Cynthia Smith, Senior Office Support Assistant		DATE: October 30, 2012									
CAR DATE 11/15/2012		BOCC DATE 11/15/2012									

The Purchasing Manager recommends to the BCC: To award Virginia Wrecking Co., Inc the contract for the Lump Sum total for Wedgewood School Demo & Deconstruction as per plans and specifications in the amount of \$121,399.

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 at 3:00 p.m., CDT, Tuesday October 30, 2012


 CS/ crs

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Wedgewood School Demo & Deconstruction										
		ITB# 12-13.002										
Bid Opening Time: 3:00 p.m., CDT	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond/	Ackledgmt of Addendums	Lump Sum Total for Demolition, Deconstruction & Asbestos Abatement as per plans and specification	Left Blank Intentionally	Left Blank Intentionally		
Bid Opening Date: 10/29/12												
Pre-Bid: 10:00 a.m., CST 10/16/12												
Opening Location: Rm 11.407												
NAME OF BIDDER												
A.E. New, Jr., Inc 2424 Executive Plaza Road Pensacola, FL 32504	X	X	X	X	X	X	X	\$160,000				
Chavers Construction Inc 211 W Detroit Blvd Pensacola, FL 32534	X	X	X	X	X	X	X	\$312,127				
Cross Construction Services, Inc 25221 Wesley Chapel Blvd Lutz, Florida 33559	X	X	X	X	X	X	X	\$165,400				
Cross Environmental Services, Inc P.O. Box 1299 Crystal Springs, FL 33524	X	X	X	X	X	X	X	\$195,995				
D.H. Griffin Wrecking Co., Inc P.O. Box 7037 Pensacola, FL 32534	X	X	X	X	X	X	X	\$134,000				
Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503	X	X	X	X	X	X	X	\$149,800				



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3496

County Administrator's Report 17. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: PD 11-12.062 Jones Creek East Stream Restoration Project

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 11-12.062, Jones Creek East Stream Restoration Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Unit Price, Indefinite Quantity, Indefinite Delivery Contract PD 11-12.062, Jones Creek East Stream Restoration Project, to Birkshire Johnstone, LLC, in the amount of \$395,281.10.

[Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012 - \$207,531.31; Fund 101, Escambia County Restricted Funds, Object 56301, Cost Center 220310 - \$10,000; Fund 352, Local Option Sales Tax III Fund, Object 56301, Cost Center 220102, Project Number 09NE0018 - \$154,249.79; and Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221010 - \$23,500]

BACKGROUND:

PD11-12.062 was advertised in the Pensacola News Journal on September 6, 2012. Sealed bids were received from (6) firms on October 15, 2012. One firm was determined to be non-responsive. Birkshire Johnstone LLC was the lowest responsive and responsible bid.

This project involves the restoration and improvements of 1200 feet of East Jones Creek to restore specific areas with erosion issues along the south side of the creek. The wooden boardwalk structure will include a prefabricated pedestrian bridge. The project will require the removal, disposal and treatment of exotic invasive tree species, removal of manmade debris from the creek and throughout the limits of County right-of-way along the project.

BUDGETARY IMPACT:

Funding: Fund 110, Other Grants and Projects, Object Code 56301, Cost Center 221012, \$207,531.31

Fund 101, Escambia County Restricted Funds, Object 56301, Cost Center 220310, \$10,000, Fund 352,

Local Option Sales Tax III FUnd, Object 56301, Cost Center 220102, Project Number 09NE0018,

\$154,249.79, Fund 110, Other Grants and Projects, Object Code 56301, COst Center 221010, \$23,500

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard form contract will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the notice to proceed upon contract completion.

Attachments

bid tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Jones Creek East Stream Restoration Project ITB# 11-12.062									
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 10/10/12 Pre-Bid: 10:00 a.m., CST 9/18/12 Opening Location: Rm 11.407		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond/	Acknedgmnt of Addendum	Total Bid Amount	Left Blank Intentionally	Left Blank Intentionally
NAME OF BIDDER											
Birkshire Johnstone, LLC 11 Clarinda Lane Pensacola, FL 32505		X	X	X	X	X	X	X	\$395,281.10		
Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503		X	X	X	X	X	X	X	\$427,467.44		
J. Miller Construction, Inc 201 S. "F" St Pensacola, FL 32502		X	X	X	X	X	X	X	NON RESPONSIVE (Bid does not include the Unit Price)		
Perdido Grading & Paving LLC PO Box 333 Pensacola, FL 32516		X	X	X	X	X	X	X	NO BID		
Roads Inc of NWF 106 Stone Blvd Cantonment, FL 32533		X	X	X	X	X	X	X	\$522,610.00		
Starfish, Inc 114 Blacksher St Brewton, AL 36426		X	X	X	X	X	X	X	\$477,841.31		

BIDS OPENED BY: Claudia Simmons, Purchasing Manager

DATE: October 29, 2012

BIDS TABULATED BY: Cynthia Smith, Senior Office Support Assistant

DATE: October 29, 2012

CAR
DATE 11/1/2012

BOCC
DATE 11/1/2012

The Purchasing Manager recommends to the BCC: To award a unit price, indefinite quantity, indefinite delivery contract to: **Birkshire Johnstone, LLC** for the above referenced project in a total amount of **\$395,281.10** for Bid Total.

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.

Jones Creek East Bid Tabulation

ITEM	DESCRIPTION	QTY	UNIT	Birkshire Johnstons, LLC		Hewes and Company, LLC		J. Miller Construction, Inc.		Perdido Grading & Paving, LLC		Roads, Inc.		Starfish, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	LS	\$8,550.00	\$8,550.00	\$9,222.50	\$9,222.50					\$50,000.00	\$50,000.00	\$31,875.00	\$31,875.00
2	Traffic/Site Control/MOT Plan (includes contractor MOT plan for construction site access and plan to address limitations to pedestrian access to existing boardwalk during construction)	1	LS	\$3,990.00	\$3,990.00	\$2,712.50	\$2,712.50					\$12,500.00	\$12,500.00	\$28,125.00	\$28,125.00
3	Clearing & Grubbing (includes removal, treatment, and disposal of invasive tree species > 8" DBH)	1	LS	\$8,778.00	\$8,778.00	\$12,152.00	\$12,152.00					\$26,300.00	\$26,300.00	\$27,375.00	\$27,375.00
4	Demolition (includes removal and disposal of man-made debris within project right-of-way)	1	LS	\$4,560.00	\$4,560.00	\$9,222.50	\$9,222.50					\$15,000.00	\$15,000.00	\$23,125.00	\$23,125.00
5	NPDES/Erosion Control (includes all items for implementation)	1	LS	\$9,690.00	\$9,690.00	\$4,756.64	\$4,756.64					\$11,200.00	\$11,200.00	\$14,375.00	\$14,375.00
6	Earthwork Fill	200	CY	\$10.26	\$2,052.00	\$10.85	\$2,170.00					\$10.00	\$2,000.00	\$4.38	\$876.00
7	Earthwork Cut	5,900	CY	\$10.26	\$60,534.00	\$20.62	\$121,638.00					\$18.00	\$106,200.00	\$8.75	\$51,625.00
8	Fine Grading	4000	SY	\$1.71	\$6,840.00	\$2.71	\$10,840.00					\$6.00	\$24,000.00	\$1.25	\$5,000.00
9	Remove & Replace Unsuitable Material	1,000	CY	\$18.24	\$18,240.00	\$19.53	\$19,530.00					\$21.00	\$21,000.00	\$17.50	\$17,500.00
10	Seed & Mulch (Annual Rye Grass)	1	AC	\$2,280.00	\$2,280.00	\$4,057.90	\$4,057.90					\$1,000.00	\$1,000.00	\$2,062.50	\$2,062.50
11	Sod (Pensacola Bahia)	1,190	SY	\$3.42	\$4,065.80	\$1.46	\$1,727.40					\$5.00	\$5,950.00	\$3.75	\$4,462.50
12	Rip-Rap Rubble (Ditch Lining, FDOT Index 281)	200	TN	\$171.00	\$34,200.00	\$101.45	\$20,290.00					\$95.00	\$19,000.00	\$312.50	\$62,500.00
13	Erosion Control Matting (Cair 700 or approved equal)	1,281	SY	\$10.26	\$13,145.46	\$6.51	\$8,339.31					\$6.00	\$7,686.00	\$3.13	\$4,009.53
14	Rock Vanes	3	EA	\$17,100.00	\$51,300.00	\$14,647.50	\$43,942.50					\$1,000.00	\$3,000.00	\$4,687.50	\$14,062.50
15	Root Wad Habitat Structures	2	EA	\$4,560.00	\$9,120.00	\$3,960.25	\$7,920.50					\$1,300.00	\$2,600.00	\$1,875.00	\$3,750.00
16	Energy Dissipation Step-Pool	1	EA	\$5,700.00	\$5,700.00	\$6,944.00	\$6,944.00					\$4,100.00	\$4,100.00	\$11,875.00	\$11,875.00
17	6' Wide Boardwalk Structure	1,033	SF	\$20.52	\$21,194.16	\$27.54	\$28,448.82					\$60.00	\$61,980.00	\$40.00	\$41,320.00
18	Prefabricated Pedestrian Bridge (6' x 65') and Abutments	1	LS	\$67,628.00	\$67,628.00	\$56,998.31	\$56,998.31					\$91,000.00	\$91,000.00	\$66,875.00	\$66,875.00
19	5' Wide Concrete Sidewalk (4" thick, FDOT Index 272)	87	SY	\$46.74	\$4,066.38	\$39.06	\$3,398.22					\$65.00	\$5,655.00	\$71.25	\$6,198.75
20	Aluminum Guiderail (FDOT Index 870)	29	LF	\$114.00	\$3,306.00	\$159.31	\$4,619.99					\$91.00	\$2,639.00	\$42.50	\$1,232.50
21	Wooden Guiderail	118	LF	\$31.92	\$3,766.56	\$37.34	\$4,396.12					\$20.00	\$2,360.00	\$30.00	\$3,540.00
22	Temporarily Remove & Reconstruct Existing Boardwalk	240	SF	\$4.56	\$1,094.40	\$17.51	\$4,202.40					\$15.00	\$3,600.00	\$40.00	\$9,600.00
23	Live Staking (Black Willow) (<i>Salix nigra</i>)	163	EA	\$3.42	\$558.36	\$18.05	\$2,942.10					\$2.00	\$326.00	\$5.00	\$815.00
24	Black Needle Rush (<i>Juncus roemerianus</i>)	3,089	EA	\$2.28	\$7,042.92	\$1.84	\$5,681.76					\$1.00	\$3,089.00	\$1.25	\$3,861.25
25	Saltmeadow Cordgrass (<i>Spartina patens</i>)	6,614	EA	\$2.28	\$15,080.52	\$0.80	\$5,291.20					\$1.50	\$9,921.00	\$1.56	\$10,317.84
26	Lizard's Tail (<i>Saururus cernuus</i>)	2,476	EA	\$2.28	\$5,645.28	\$0.25	\$619.00					\$1.00	\$2,476.00	\$1.25	\$3,095.00
27	Soft Rush (<i>Juncus effusus</i>)	2,476	EA	\$2.28	\$5,645.28	\$1.10	\$2,723.60					\$1.50	\$3,714.00	\$1.25	\$3,095.00
28	Blue Flag Iris (<i>Iris virginica</i>)	2,476	EA	\$2.28	\$5,645.28	\$1.52	\$3,763.52					\$1.50	\$3,714.00	\$1.44	\$3,565.44
29	Black Gum (<i>Nyssa sylvatica</i>)	42	EA	\$68.40	\$2,878.80	\$120.77	\$5,092.34					\$100.00	\$4,200.00	\$60.00	\$2,520.00
30	Bald Cypress (<i>Taxodium distichum</i>)	42	EA	\$68.40	\$2,878.80	\$120.77	\$5,092.34					\$100.00	\$4,200.00	\$60.00	\$2,520.00
31	Mitered End Section (1:2, 36" CMP, FDOT Index 272)	1	EA	\$1,368.00	\$1,368.00	\$3,440.54	\$3,440.54					\$2,400.00	\$2,400.00	\$4,687.50	\$4,687.50
32	Double Chain Link Swing Gates (12' W x 6' H opening)	2	AS	\$741.00	\$1,482.00	\$1,156.07	\$2,312.14					\$2,400.00	\$4,800.00	\$2,250.00	\$4,500.00
33	Monitoring Well Closure (per NFWFMD requirements)	4	EA	\$741.00	\$2,964.00	\$744.31	\$2,977.24					\$1,250.00	\$5,000.00	\$1,875.00	\$7,500.00
				BID TOTAL		BID TOTAL		BID TOTAL		BID TOTAL		BID TOTAL	\$522,610.00	BID TOTAL	\$477,841.31

Signifies Error



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3457

County Administrator's Report 17. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Re-conveyance of real property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Re-conveyance of Real Property Located at 3004 North Guillemard Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the re-conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, as the 120 days maximum time frame has passed:

- A. Declare surplus the Board's real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017;
- B. Adopt the Resolution authorizing the re-conveyance of this property to Pensacola Habitat for Humanity, Inc.;
- C. Approve the sale price of \$12,182.50 for the 3004 North Guillemard Street property;
- D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

The County received the Certificate of Title on March 8, 2012, approved the foreclosure on July 8, 2010 and the conveyance on June 7, 2012. The Property Appraiser's 2011 Certified Roll Assessment value for this property is \$8,550. The County does not have a need for this property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

Total backup Res Sales & doc reconveyance 3004 N Guillemard

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Twelve Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$12,182.50), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LOTS 35, 36 AND 37, BLOCK 17, NORTH PENSACOLA, UNIT 2 BEING A SUBDIVISION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT FILED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on June 7, 2012, Seller approved the sale of the Property to Buyer for the amount of Twelve Thousand One Hundred Eighty-Two Dollars and Fifty Cents (\$12,182.50); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Twelve Thousand One Hundred Eighty-Two Dollars and Fifty Cents (\$12,182.50) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence

of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the

Property “As Is, Where Is,” with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller’s designee. Buyer must not intentionally nor unreasonably interfere with Seller’s activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer’s expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, “defect” means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys’ fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or

under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller’s attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney’s Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer’s proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in

the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County

TO THE BUYER:
Katheryn Y. Fulchino, Contract Manager

County Administrator
221 Palafox Place
Pensacola, Florida 32502

Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

3004 N. Guillemard Street

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc. She () is personally known to me, or () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 042S306001035017 Account: 051037000 Owners: ESCAMBIA COUNTY Mail: 221 PALAFOX PLACE PENSACOLA, FL 32502 Situs: 3004 N GUILLEMARD ST 32503 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	2011 Certified Roll Assessment Improvements: \$0 Land: \$8,550 <hr/> Total: \$8,550 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
---	---

Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/05/2012</td> <td>6829</td> <td>721</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>05/05/2008</td> <td>6330</td> <td>589</td> <td>\$6,900</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/05/2012	6829	721	\$100	CT	View Instr	05/05/2008	6330	589	\$6,900	TD	View Instr	2011 Certified Roll Exemptions None Legal Description LTS 35 36 37 BLK 17 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 6829 P 721 Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
03/05/2012	6829	721	\$100	CT	View Instr														
05/05/2008	6330	589	\$6,900	TD	View Instr														

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

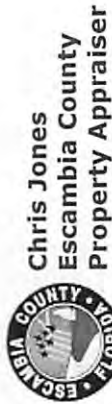
Section Map Id: 04-2S-30-2 Approx. Acreage: 0.2300 Zoned: R-3	
---	--

Buildings
Images



12/20/02

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



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

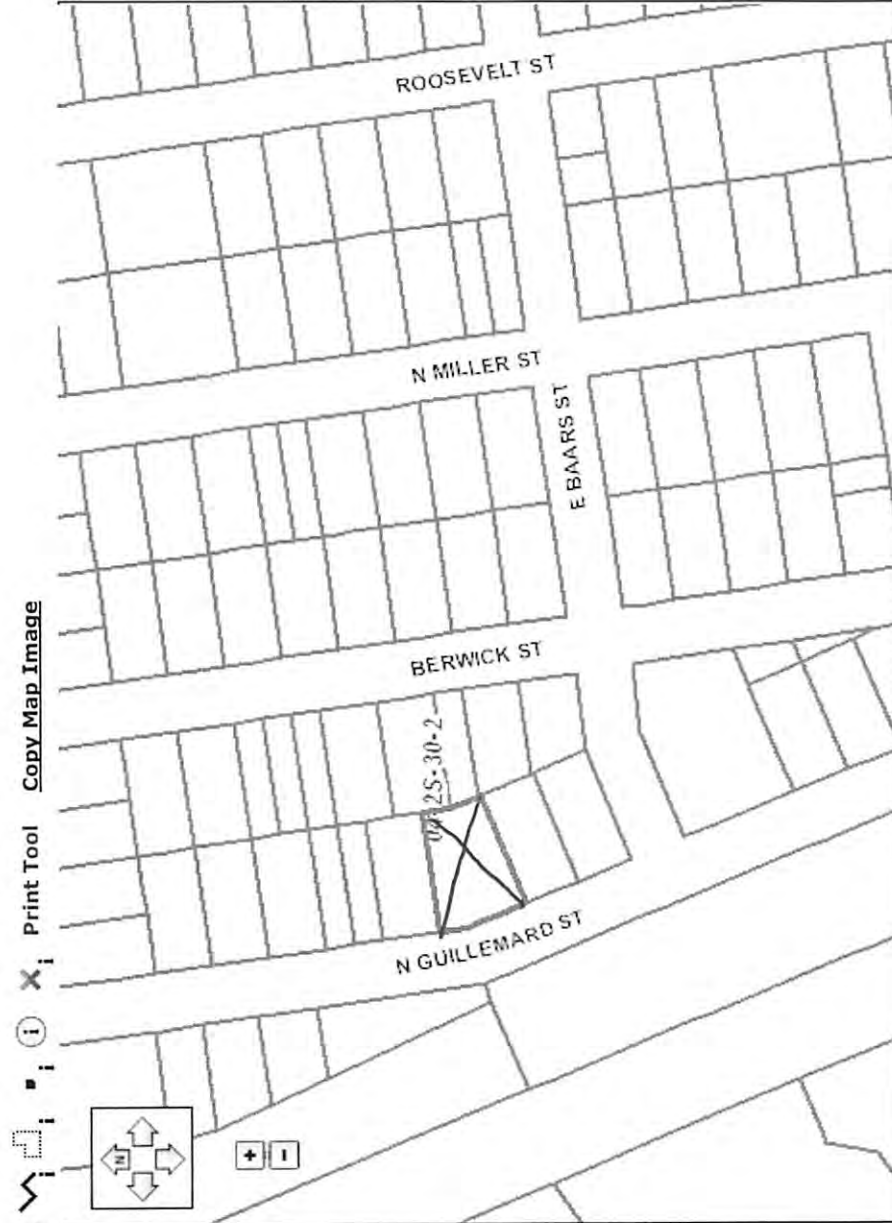
Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 04-2S-30-6001-035-017
Account: 05-1037-000
Section Map: 04-2S-30-2
Situs: 3004 N GUILLEMARD ST
Subdivision:
 NORTH PENSACOLA UNIT #1 PB 2 P 2
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PLACE
 PENSACOLA, FL 32502
Last Sale: 3/5/2012, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2300
Building Count: 0
Total Heated Area: 0
Zoned: R-3

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

Lookup Options: Auto Select
 Reference Nbr:

Ex: 012N33444455666



**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION**

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE
Plaintiff

CASE NO. 2010 CA
002848

VS.

TAX CERTIFICATE REDEMPTIONS INC ; PEARL ROBBINS ; UNKNOWN SPOUSE OF PEARL
ROBBINS ; WILLIE MAE WILLIAMS ; UNKNOWN SPOUSE OF WILLIE MAE WILLIAMS ;
CLIFFORD ROBBINS ; UNKNOWN SPOUSE OF CLIFFORD ROBBINS ; UNKNOWN
OCCUPANT A ; UNKNOWN OCCUPANT B
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been
executed and filed in this action on December 28, 2011, for the property described herein and that no objections
to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

**LOTS 35, 36 AND 37, BLOCK 17, NORTH PENSACOLA, UNIT 2, BEING A
SUBDIVISION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING
TO PLAT FILED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA
COUNTY, FLORIDA.**

was sold to ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
221 PALAFOX PLACE PENSACOLA, FL, 32502

WITNESS my hand and seal of the court this 5 day of March, 2012



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Cheri L. Stief
Deputy Clerk

Case: 2010 CA 002848



00031304410

Dkt: CA1173 Pg#: 1

\$10000

34

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-39. Approval of Various Consent Agenda Items

2041

Motion made by Commissioner White, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 39, as follows, with the exception of Item 24 and Item 27, which were held for separate votes, as amended to drop Item 38:

1. Authorizing foreclosure of the Code Enforcement Lien, in the amount of \$15,742.50, recorded in Official Records Book 6278, at Page 1557, of the Public Records of Escambia County, Florida, on real property located at 1814 North 60th Avenue, Account Number 05-4315-050, Reference Number 14-2S-30-6000-002-011; the current assessed value is \$49,918.

2. Authorizing foreclosure, based on the following Liens recorded in the Public Records of Escambia County, Florida, on real property located at 3004 North Guillemard Street, Account Number 05-1037-000, Reference Number 04-2S-30-6001-035-017; the current assessed value is \$8,550.00:

- A. Nuisance Abatement Lien, in the amount of \$6,084.09, recorded in Official Records Book 4195, at Page 1695;
- B. Nuisance Abatement Lien, in the amount of \$1,581.05, recorded in Official Records Book 4817, at Page 282; and
- C. Code Enforcement Lien, in the amount of \$44,768.00, recorded in Official Records Book 5334, at Page 1372.

3. Authorizing foreclosure of the Code Enforcement Lien, in the amount of \$4,032.50, recorded in Official Records Book 6045, at Page 1303, of the Public Records of Escambia County, Florida, on real property located at 7205 North Palafox Street, Account Number 02-3081-000, Reference Number 21-1S-30-1101-000-007; the current assessed value is \$75,568.00.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3459

County Administrator's Report 17. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 6622 Hampton Road that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 6622 Hampton Road that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 03-1195-512, Reference Number 26-1S-30-5101-012-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$41,121, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances;

C. Authorize the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and

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

BACKGROUND:

This property escheated to the County on November 6, 2012. The Property Appraiser's 2012 Certified Roll Assessment value is \$41,121. The County does not need this property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

6622 Hampton Rd backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 261S305101012001 Account: 031195512 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 6622 HAMPTON RD 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2012 Certified Roll Assessment</p> <p>Improvements: \$31,526 Land: \$9,595</p> <hr/> <p>Total: \$41,121 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
---	---

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/05/2012</td> <td>6904</td> <td>124</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>01/1970</td> <td>507</td> <td>415</td> <td>\$13,900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1970</td> <td>473</td> <td>819</td> <td>\$17,500</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/05/2012	6904	124	\$100	TD	View Instr	01/1970	507	415	\$13,900	WD	View Instr	01/1970	473	819	\$17,500	WD	View Instr	<p>2012 Certified Roll Exemptions</p> <p>TOTAL & PERMANENT</p> <p>Legal Description</p> <p>LT 11 BLK A WEDGEWOOD UNIT 2 PB 7 P 59 OR 6904 P 124...</p> <p>Extra Features</p> <p>CARPOT UTILITY BLDG</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
09/05/2012	6904	124	\$100	TD	View Instr																				
01/1970	507	415	\$13,900	WD	View Instr																				
01/1970	473	819	\$17,500	WD	View Instr																				

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

<p>Section Map Id: 25-1S-30-2</p> <p>Approx. Acreage: 0.2300</p> <p>Zoned: R-2</p>	
---	--

Buildings	
Building 1 - Address:6622 HAMPTON RD, Year Built: 1970, Effective Year: 1970	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-CONCRETE BLOCK NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 DECOR/MILLWORK-AVERAGE HEAT/AIR-WALL/FLOOR FURN STRUCTURAL FRAME-MASONRY PIL/STL	
Areas - 1280 Total SF BASE AREA - 888 BASE SEMI FIN - 252 OPEN PORCH FIN - 56 UTILITY UNF - 84	
Images	



6/26/02

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



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Navigation icons: Home, Back, Forward, Refresh, Print, Copy, etc.
Print Tool **Copy Map Image**

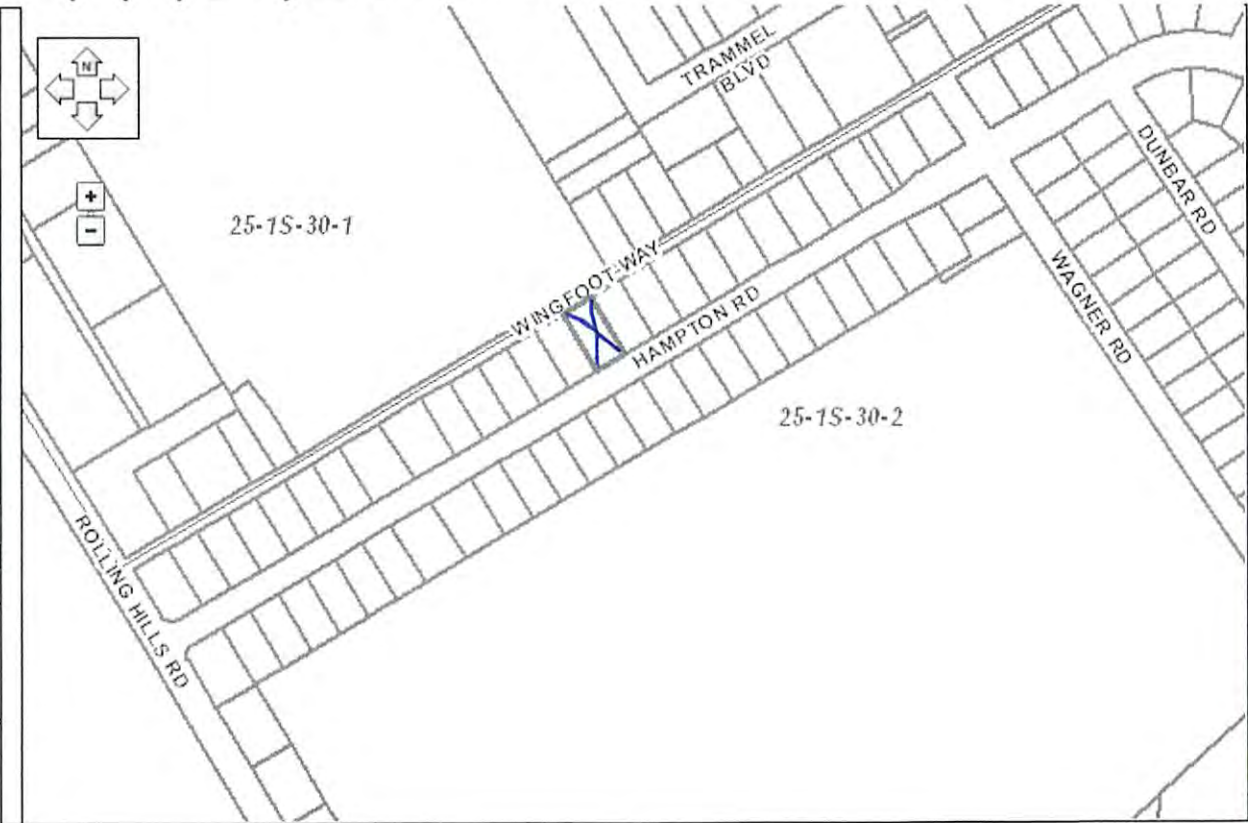
Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 26-1S-30-5101-012-001
Account: 03-1195-512
Section Map: 25-1S-30-2
Situs: 6622 HAMPTON RD
Subdivision:
 WEDGEWOOD UNIT #2 PB 7 P 59
Owner: ESCAMBIA COUNTY BOARD OF COUNTY COM
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 9/5/2012, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.2300
Building Count: 1
Total Heated Area: 1102
Zoned: R-2

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

Lookup Options: Auto Select
 Reference Nbr Lookup Results

Ex: 012N334444555666



Escambia County Property Appraiser
261S305101012001 - Full Legal Description

LT 11 BLK A WEDGEWOOD UNIT 2 PB 7 P 59 OR 6904 P 124 FLORIDA STATUTE 197.502(8)

**DEED
ESCHEATED**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 01082 was issued on June 1, 2007, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 8th day of September, 2009, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LT 11 BLK A WEDGEWOOD UNIT 2 PB 7 P 59 OR 714 P 44

SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 261S305101012001
TAX ACCOUNT NUMBER 031195512

** Property previously assessed to: ESTATE OF JEWELENE SINKFIELD

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of September, 2012.

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida



(OFFICIAL SEAL)

WITNESSES:
Maryline Avila
Maryline Avila

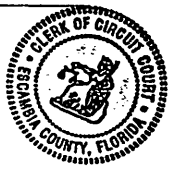
State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of September, 2012.

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila
Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3473

County Administrator's Report 17. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Acceptance of real property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Real Property Located at 413 Rue De Rocheblave in Lieu of the Foreclosure Process - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the acceptance of real property located at 413 Rue De Rocheblave:

A. Approve the Contract for Sale and Purchase authorizing the conveyance of real property located at 413 Rue De Rocheblave in lieu of the foreclosure process. This method is beneficial to the County as it is less expensive and has a more efficient turnaround time frame;

B. Authorize the payment of outstanding taxes. The delinquent tax amount will be added to the sale price;

C. Approve release of the effect of the 2006 Code Enforcement Lien recorded in Official Records Book 5887, at Pages 1720 and 1743, the 2010 Nuisance Abatement Lien recorded in Official Records Book 6629, at Page 1813, and the 2011 Nuisance Abatement Lien recorded in Official Records Book 6770, at Page 428, in the Public Records of Escambia County, Florida;

D. Declare surplus the Board's real property, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002;

E. Authorize the sale of the real property to the bidder with the highest offer received at or above the reassessed minimum bid of \$19,750, which includes compensation for delinquent taxes, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances; and

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

BACKGROUND:

This property was approved for foreclosure on the November 11, 2011 Board Meeting. Instead of going through the foreclosure process, the owners requested the County accept the property in lieu of foreclosure. This method is beneficial to the County as it is less expensive and has a more efficient turn around time frame. The owners will be responsible for payment of the ECUA Lien and \$200 towards other encumbrances. The County has no need for this parcel.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

413 Rue De Rocheblave backup

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between William B. Hinton and Shari Hinton, husband and wife, whose address is 7680 West Highway 98, Apt. 69, Pensacola, Florida 32506 (Sellers), 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.** Sellers agree 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 November 15, 2012.

2. **CONSIDERATION; PAYMENT.** No money shall be paid by Buyer to Sellers. Sellers shall convey to Buyer the Property and pay to Buyer the sum of Two Hundred Dollars (\$200.0) in satisfaction of those liens and encumbrances shown on the attached Exhibit B. Additionally, Buyer shall accept the property subject to all unpaid ad valorem taxes and assessments. Seller shall be responsible for paying and satisfying at closing all other liens and encumbrances on the Property, including, but not limited to that certain Notice of Lien in favor of the Emerald Coast Utilities Authority, dated March 15, 2005, and recorded on March 29, 2005, in Official Record Book 5602 at page 1249 of the public records of Escambia County, Florida.

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 Sellers in writing and specify the defects. If the defects render title unmarketable, Sellers have 120 days from receipt of Buyer's notice to remove the defects. Sellers 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 Sellers are 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. **SELLERS' AFFIDAVIT 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 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 Sellers and accepted by Buyer in writing, and (iii) mechanics liens exceptions. 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' 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, Sellers' Affidavit, Settlement Statement, Estoppel and Solvency Affidavit and Warranty Deed.

7. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Buyer); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Survey (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); costs to cure title defects and encumbrances other than those shown on Exhibit B (Sellers).

8. **BROKERS.** Neither Buyer nor Sellers has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

9. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied at closing. In the event the closing occurs between January 1 and November 1, Buyer will, 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, Buyer will 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.** Sellers shall convey title to the Property by Warranty Deed on or before 30 days from the Effective Date of this Contract. 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, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed in accordance with a settlement statement signed by both parties.

13. **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, 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 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 Sellers 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 Sellers 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 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.

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:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

TO SELLERS:

William B. Hinton and Shari Hinton
7680 West Highway 98, Apt. 69
Pensacola, Florida 32506

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

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 Contract by signing a counterpart.

22. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases or subordinations from any mortgages, leases, or encumbrances other than those shown on Exhibit B.

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 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.

25. **ACCESS.** Upon prior notice to Sellers, 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.** Sellers warrant delivery of possession of the Property to Buyer at closing.

27. **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, either Sellers or 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' 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.

28. **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

BCC Approved: _____

EXHIBIT "A"

So much of Lot 2 as per plat of Mary Jackson property in Section 51, Township 2 South, Range 30 West, Escambia County, Florida, made by W.F. Lee, May 26, 1859 and recorded in Book "O" Page 455 (said lot containing 4 acres) as is embraced and lies in the following boundaries, to wit: Beginning at a point on the East line of said Lot 2, 402 feet 7 inches South of the Northeast corner of said Lot, thence run South 43 degrees, 30 minutes East 80 feet, along the East line of said Lot, thence South 46 degrees 30 minutes West 200 feet at right angles, thence North 43 degrees 30 minutes West 80 feet along the West line of said Lot 2, thence 46 degrees 30 minutes East 200 feet to the point of beginning.

EXHIBIT B

LIENS AND ENCUMBRANCES

1. **NOTICE OF LIEN IN FAVOR OF ESCAMBIA COUNTY, dated 09/16/2011 and recorded 10/03/2011 in Official Record Book 6770 at Page 428.**
2. **ORDER OF THE ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE, dated 11/09/2010 and recorded 11/19/2010 in Official Record Book 6660 at Page 412.**
3. **NOTICE OF LIEN IN FAVOR OF ESCAMBIA COUNTY, dated 08/19/2010 and recorded 08/30/2010 in Official Record Book 6629 at Page 1813.**
4. **ORDER OF THE ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE, dated 04/18/2006 and recorded 04/20/2006 in Official Record Book 5887 at Pages 1720 and 1743.**

SELLERS:

By: *William B. Hinton*
William B. Hinton

Witness _____
Print Name _____

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by William B. Hinton, who is personally known to me, produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Witness _____
Print Name _____

By: *Shari Hinton*
Shari Hinton

Witness _____
Print Name _____

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Shari Hinton, who is personally known to me, produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 512S306040008002 Account: 081579000 Owners: HINTON WILLIAM B & SHARI Mail: 7680 W HIGHWAY 98 APT 69 PENSACOLA, FL 32506 Situs: 413 RUE DE ROCHEBLAVE 32507 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2012 Certified Roll Assessment Improvements: \$0 Land: \$16,720 Total: \$16,720 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/1999</td> <td>4371</td> <td>786</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>02/1999</td> <td>4371</td> <td>784</td> <td>\$9,500</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/1999	4371	786	\$100	QC	View Instr	02/1999	4371	784	\$9,500	QC	View Instr	2012 Certified Roll Exemptions None Legal Description 80 FT N & S BY 200 FT E & W 402 FT 6 IN S OF NE COR OF LT 2 MARY JACKSON PLAN PLAT DB 0 P 455... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
02/1999	4371	786	\$100	QC	View Instr															
02/1999	4371	784	\$9,500	QC	View Instr															

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

Section Map Id:
CA211

Approx. Acreage:
0.3900

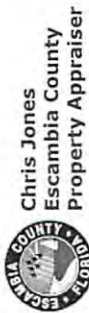
Zoned:
R-1

Buildings
Images



4/28/03

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



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

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

Reference: 51-25-30-6040-008-002
Account: 08-1579-000
Section Map: CA211
Situs: 413 RUE DE ROCHEBLAVE
Subdivision:
 MARY JACKSON PLAN PLAT DB 0 P 455
Owner: HINTON WILLIAM B & SHARI
Mailing Address:
 7680 W HIGHWAY 98 APT 69
 PENSACOLA, FL 32506
Last Sale: 2/1999, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.3900
Building Count: 0
Total Heated Area: 0
Zoned: R-1

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

Lookup Options:
 Auto Select
 Reference Nbr Lookup Results

Ex: 012N33444555666





JANET HOLLEY
ESCAMBIA COUNTY TAX COLLECTOR
P O BOX 1312
PENSACOLA FL 32591

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
08-1579-000	SEE TAX ROLL	SEE TAX ROLL	SEE TAX ROLL	06

HINTON WILLIAM B & SHARI
 7680 W HIGHWAY 98 APT 69
 PENSACOLA FL 32506

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

TAX YEAR	FOLIO #	DUE IF PAID BY:	DUE IF PAID BY:	DUE IF PAID BY:
		08/31/2012	09/30/2012	10/31/2012
2011	158276.0000	331.56	334.66	339.31
2010	157752.0000	402.34	407.19	412.04
2009	157431.0000	438.15	442.76	447.37
2008	155418.0000	583.93	589.40	594.87
2007	61163.0000	727.43	733.61	739.79

TOTAL DUE:

2,483.41

2,507.62

2,533.38

*PAYMENT MUST BE MADE BY CASH, CASHIER'S
 *CHECK OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
08-1579-000	SEE TAX ROLL	SEE TAX ROLL	SEE TAX ROLL	06

HINTON WILLIAM B & SHARI
 7680 W HIGHWAY 98 APT 69
 PENSACOLA FL 32506

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

IF PAID BY	Aug 31, 2012	Sep 30, 2012	Oct 31, 2012
PLEASE PAY	2,483.41	2,507.62	2,533.38

0000000000 0000027052 0000001582760000 0001 1

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

5. Authorizing foreclosure on real property located at 413 Rue De Rocheblave, Account Number 08-1579-000, Reference Number 51-2S-30-6040-008-002 (*owned by William B. and Shari Hinton*), due to the following Liens: 2006 Code Enforcement Lien, in the amount of \$158,022.24, recorded in Official Records Book 5887, at Page 1743; and 2010 Nuisance Abatement Lien, in the amount of \$372.99, recorded in Official Records Book 6629, at Page 1813, of the Public Records of Escambia County, Florida; there is also a pending 2011 Nuisance Abatement Lien; the current assessed value is \$16,720.00.
6. Taking the following action concerning a Resolution to cancel taxes on property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001, recently acquired by the County:
 - A. Adopting the Resolution (*R2011-172*) to cancel taxes from 2005 through 2011 on property; total tax amount for parcel located at 540 Gulf Beach Highway is \$2,292 06; this property is scheduled to be used for Public Works' Bayou Grande Master Drainage Plan [Improvement E2], as well as a major drainage way for a 150-acre basin, including several County roads; and
 - B. Authorizing the Chairman to execute the Resolution, without further action of the Board.
7. Awarding a Lump Sum Contract to Hatch Mott MacDonald Florida, LLC, per PD 10-11.061, Design Services for Kingsfield Road Extension, in the amount of \$292,853.65, equaling 30% of the Project cost, and reserve the right to proceed with the remaining 70% of the Project, subject to an appropriation of funding and approval by the Board of County Commissioners (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 565301, Project Number 11EN1405).
8. See Page 25.

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

Recorded in Public Records 04/20/2006 at 01:22 PM OR Book 5887 Page 1720,
Instrument #2006039714, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-11-0144
Location: 413 Rue De Rochblave
FR# 512S30-6040-008-002

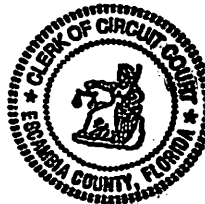
William B & Shari Hinton
1517 Lloyd Street
Pensacola, FL 32503

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
Not present as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the Code of Ordinances _____

Sec 30-203(a)(5)(e)(c)
LDC 2.07.06 (c)

has occurred and continues.



Certified to be a true copy of
the original on file in this office
Witness my hand and official seal

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

By: [Signature] D.C.
Date: 4-20-06

THHEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: William Fisher and Shari Hunter shall have until May 8, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: _____

Asphalt of trash + debris
overgrowth + removal or abatement
of deteriorated structure

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 150.00 per day, commencing May 8, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

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

Costs in the amount of \$ 100.00 are hereby awarded in favor of Escambia County as the prevailing party against William Fisher and Shari Hunter

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 18th day of April, 2006.


Robert O. Beasley
Special Magistrate,
Office of Environmental Enforcement

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE091107601

**NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by William B and Shari Hinton located at 413 Rue De Rocheblave and more particularly described as:

PR# 512S306040008002

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

A field investigation by the Office of Environmental Enforcement was conducted on March 24, 2010 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$325.00
Administrative costs	<u>\$ 18.50</u>
Total	\$343.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 19th day of August 2010 by the Interim
County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness [Signature]
Print Name Tonya Green

Witness [Signature]
Print Name Susan Hendrix

[Signature]
By: Larry M Newsom,
Interim County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 19th day of
August, 2010, by Larry M Newsom, as Interim County Administrator for
Escambia County, Florida, on behalf of the Board of County Commissioners. He is
personally known to me, or has produced current _____ as
identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

[Signature]
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE101006189

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by William B and Shari Hinton located at 413 Rue De Rocheblave and more particularly described as:

PR# 512S306040008002

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

A field investigation by the Office of Environmental Enforcement was conducted on June 9, 2011 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$360.00
Administrative costs	<u>\$250.00</u>
Total	\$610.00

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 16th day of September 2011 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Angela Craby
Print Name Angela Craby

Witness Susan Hendrix
Print Name Susan Hendrix

ESCAMBIA COUNTY, FLORIDA

Charles R. Oliver 9/16/11
By: Charles R. "Randy" Oliver,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of September, 2011, by Charles R. "Randy" Oliver, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He is personally known to me, or has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DP 684413
(Notary Seal)

China Cheryl Lively
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3474

County Administrator's Report 17. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Approval to Issue Fiscal Year 2012 - 2013 Purchase Orders in Excess of \$50,000

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Community & Environment Department.

BACKGROUND:

The issuance of these purchase orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the attached list of Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Community & Environment Department will work with the Purchasing Division staff to prepare Purchase Orders.

Attachments

CED PO in excess of 50k

**COMMUNITY & ENVIRONMENT DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

	<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1.	Cameron Cole, LLC Vendor Number: 030296 Brownfields Services Fund: 110, Cost Center 220342 Fund: 129, Cost Center 220404/220410 220418/220435/220439 220555	\$ 400,000.00	PD 06-07.038
2.	General Drainage and Paving Agreement Paving and Drainage Projects Fund: 151, Cost Centers 220515 - 220520 Fund: 352, Cost Center 220102 a. Panhandle Grading and Paving, Inc./ Vendor Number; 160114 b. Roads, Inc. of NWF/Vendor No. 182328 c. APAC/ Vendor No. 013641 d. Utility Services, Inc./Vendor No. 211593 e. Gulf Atlantic/ Vendor No. 843895 f. Heaton Brothers/ Vendor No. 081314 g. Starfish / Vendor No. 194921	\$1,000,000.00 \$1,000,000.00 \$ 500,000.00 \$ 500,000.00 \$ 500,000.00 \$ 500,000.00 \$ 500,000.00	PD 10-11.065
3.	Olsen Associates, Inc. Vendor Number: 150141 Beach Condition Surveys Fund: 001 Cost Center 221001 Fund: 108 Cost Center 360105	\$ 100,000.00	
4.	TBE Group, Inc. Dbas Cardno TBE Vendor Number: 196989 Brownfield Services Fund: 110 Cost Center 220342 Fund: 129, Cost Center 220404/220410 220418/220435/220439 220555	\$ 400,000.00	PD 06-07.038
5.	Texas A&M University Vendor Number: 200975 Laboratory Analysis of Fish Samples Fund: 110 Cost Center 220338 Fund: 108 Cost Center 220805	\$ 120,000.00	

**COMMUNITY & ENVIRONMENT DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

Vendor/Contractor Amount Contract #

6. Wetland Sciences, Inc. \$ 100,000.00
Vendor Number: 232151
Environmental Permitting & Design
Fund: 001 Cost Center 221001
Fund: 101 Cost Center 220336
Fund: 108 Cost Center 220805
Fund: 110 Cost Center 220807/221002
221010/221012/221017
Fund: 151 Cost Center 220516/220519
Fund: 352 Cost Center 110267/220102



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3492

County Administrator's Report 17. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Acquisition of Property Located at 3824 Frontera Circle

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Real Property Located at 3824 Frontera Circle - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action regarding the acquisition of real property located at 3824 Frontera Circle:

A. Authorize the purchase of real property located at 3824 Frontera Circle, Account Number 070544410, Reference Number 34-2S-30-0295-029-003; and

B. Approve the Tax Deed purchase price of \$2,790.01, for 3824 Frontera Circle; and

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

[Purchase with resources from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Object Code 56101; and Fund 151, Community Redevelopment Agency, Cost Center 220515, Brownsville CRA, Object Code 56101]

BACKGROUND:

On August 18, 2011 the Board of County Commissioners authorized expenditure of funds for appraisals and other acquisition costs and authorized staff to negotiate with parcel owners on Frontera Circle to acquire or facilitate redevelopment of some or all of the parcels within Frontera Circle.

This property is part of the Tax Deed Application list submitted for Board approval on April 17, 2012. Because this parcel did not sell during the October 1, 2012 Tax Deed Sale, the County has a 90 day purchase priority period [Fl Statute 197.502(7) which ends December 1, 2012.

BUDGETARY IMPACT:

The Property will be purchased with resources from Funds 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 08NE0058 Redevelopment Property Acquisition and Fund 151, Community Redevelopment Agency, Cost Center 220515, Brownsville CRA, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal sign-off is necessary for this acquisition.

PERSONNEL:

No additional personnel is needed for this acquisition.

POLICY/REQUIREMENT FOR BOARD ACTION:

These Properties are being purchased utilizing Florida Statute 197.502(7)

IMPLEMENTATION/COORDINATION:

The Community & Environment Department/Community Redevelopment Agency (CED/CRA) will coordinate all implementation tasks.

Attachments

Acquisition Checklist

Property Appraiser Data Sheet

Tax Certificate

Site Map

Survey

Tax Deed Application Backup

Title Insurance Commitment

BCC Action Resume



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: 3824 Frontera Circle / Ref # 342S300295029003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____


County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Facilities Management Department
Date: October 22, 2012
Comments: No inspection performed. No permanent structures on property.

Director's Signature 
David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney – Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3824 Frontera Circle/Ref # 342S300295029003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rub Colon
 Date: 10/22/12
 Comments: REVIEWED COPY OF SURVEY FOR MTS COMPLIANCE. SURVEY NOT FIELD VERIFIED.

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3824 Frontera CircleRef # 342S3002950290033824

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 10-22-12
 Comments: Vacant lot no extraordinary hazards noted.

Digitally signed by Marcus Faulkner
 DN: cn=Marcus Faulkner, o=Escambia County, email=marcus.faulkner@escambia.fl.us, c=US
 Date: 2012.10.22 11:04:05 -0500

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3824 Frontera Circle/Ref # 342S300295029003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Residential Acquisition _____
 Received by: _____
 Comments: Glenn Griffith for Keith Wilkins _____

Glenn Griffith
 10.24.12

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

Glenn C. Griffith

From: KEITH T. WILKINS
Sent: Wednesday, October 24, 2012 7:57 AM
To: Glenn C. Griffith
Subject: Re: Checklist for 3824 Frontera Circle

Approved by me!

Sent from my iPad

On Oct 22, 2012, at 11:08 AM, "Glenn C. Griffith" <GCGRIFFI@co.escambia.fl.us> wrote:

Good morning gentlemen,

Attached please find the checklist for a parcel located at 3824 Frontera Circle which the CRA is in the process of acquiring. This is a vacant lot. If you would, please sign off in the respective signature place for your department. If you have any questions please let me know.

As always, I thank you in advance!

ggriff

Brownfields Coordinator
Escambia County
Community & Environment Division
221. Palafox Place, Suite 305

Old County Courthouse
Pensacola, FL 32502
850-595-3538
ggriffi@co.escambia.fl.us

<Checklist for Acquisition of Real PropertyAmended 10 2006.doc>

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	342S300295029003	Improvements:	\$0
Account:	070544410	Land:	\$3,040
Owners:	CHIN KIM	Total:	\$3,040
Mail:	4587 PECK RD EL MONTE, CA 91732	Save Our Homes:	\$0
Situs:	3824 FRONTERA CIR 32505	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2012 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None	
06/2005	5682 232	\$65,500	WD	View Instr	Legal Description	
03/2002	5079 185	\$100	QC	View Instr	LOT 29 BLK C WHISPERING OAKS	
09/1981	1578 612	\$100	WD	View Instr	PB 8 P 36 OR 5682 P 232 CA 159	
06/1979	1342 252	\$26,000	WD	View Instr	Extra Features	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					None	

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

<p>Section Map Id: CA159</p> <p>Approx. Acreage: 0.0500</p> <p>Zoned: R-3</p>	
--	--

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
High Bid Tax Deed Sale**

**Cert # 004395 of 2009 Date 10/01/2012
Name cra**

Cash Summary

Cash Deposit	\$0.00
Total Check	\$2,790.01
Grand Total	\$2,790.01

**ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

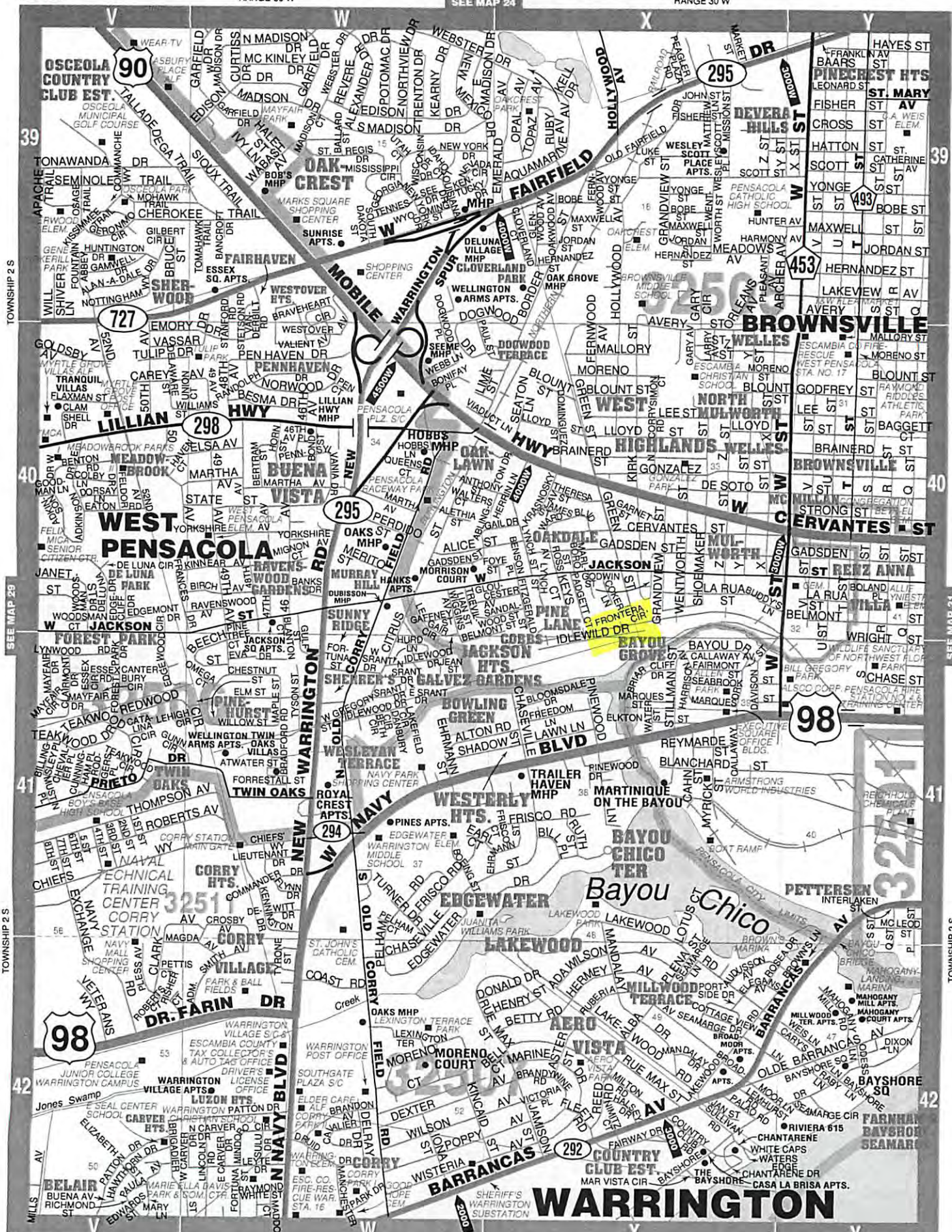


WARRINGTON, WEST PENSACOLA, JACKSON HTS., CORY FIELD

RANGE 30 W

SEE MAP 24

RANGE 30 W



TOWNSHIP 2 S

40

SEE MAP 29

41

TOWNSHIP 2 S

42

TOWNSHIP 2 S

40

SEE MAP 31

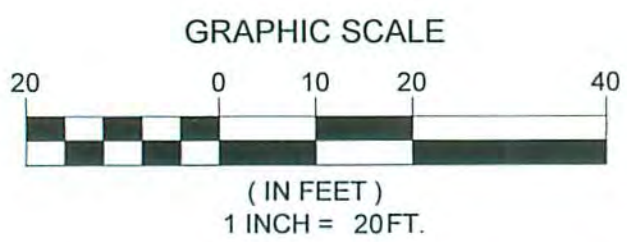
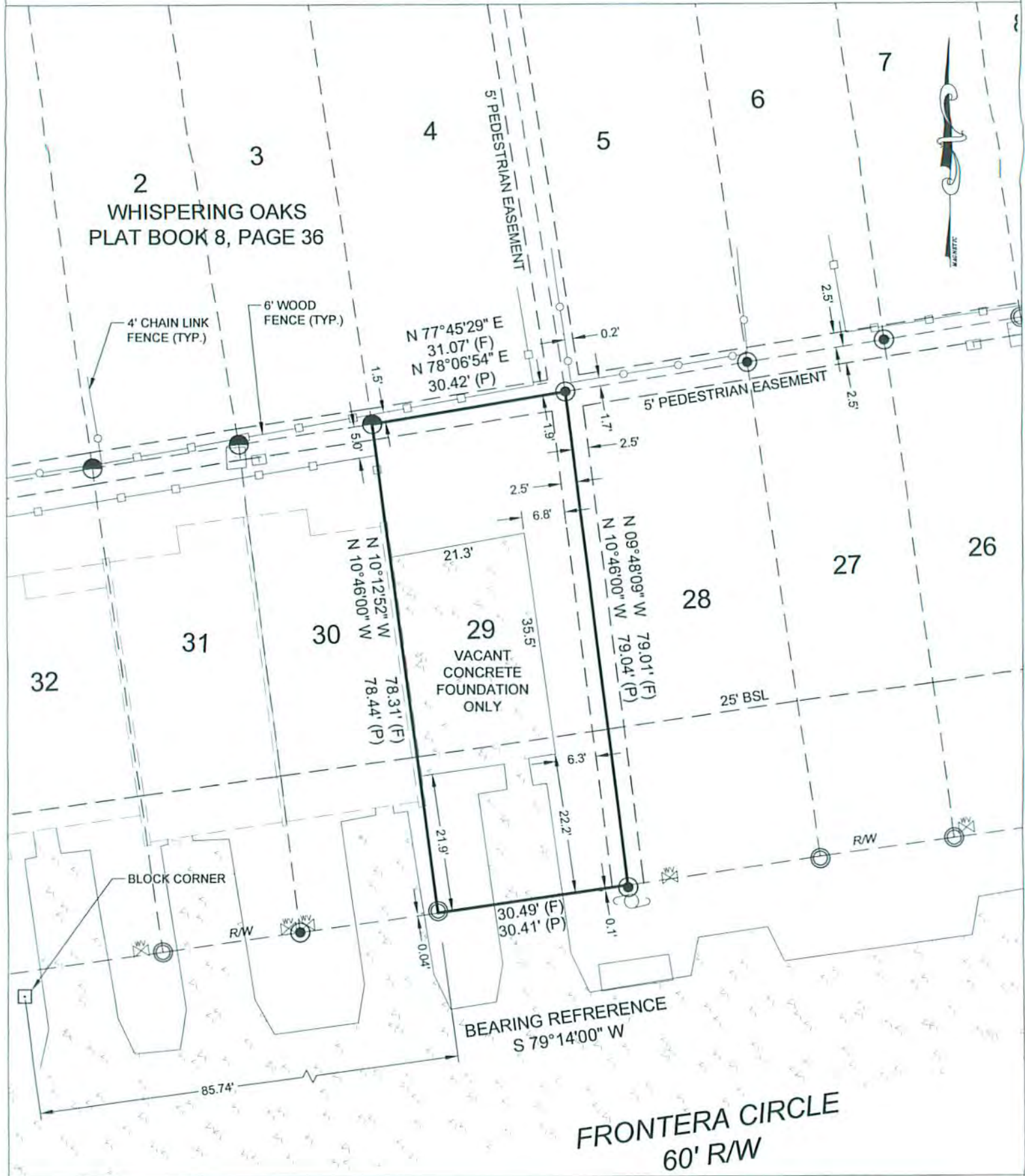
41

TOWNSHIP 2 S

42



BOUNDARY SURVEY WITH IMPROVEMENTS



ADDRESS:
 LOT 29
 3824 FRONTERA CIRCLE
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R. BOOK 5682, PAGE 232)

LOT 29, BLOCK "C", WHISPERING OAKS SUBDIVISION, ACCORDING TO PLAT THEREOF FILED IN PLAT BOOK 8 AT PAGE 36, OF THE PUBLIC RECORDS ESCAMBIA COUNTY, FLORIDA.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
●	1" PIPE
○	1/2" IRON ROD
■	4x4 CONCRETE MONUMENT #475
◐	1/2" CAPPED IRON ROD - ILLEGIBLE
◑	L.E. SHONTZ
◒	SET 1/2" CAPPED IRON ROD #7612
◓	1/2" CAPPED IRON ROD #6112
⊗	5/8" CAPPED IRON ROD #5863
⊙	5/8" CAPPED IRON ROD
⊚	BELL SOUTH PEDESTAL
⊛	WATER METER
⊜	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12
RW

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
1	07-4548-000	382S30-1113-000-000	COILE ALAN S
2	11-3377-000	141N31-1007-000-012	RAWSON & COMPANY INC
3	05-2214-000	092S30-0600-004-010	BIGHAM PAUL
4	13-2902-000	000S00-9020-011-026	DEDMOND NATHANIEL JR
5	05-2845-000	092S30-1100-002-185	TAX CERTIFICATES REDEMPTIONS I
6	12-3816-000	045N33-3230-000-001	MARQUIS SUSAN R
7	06-2014-000	172S30-1500-140-014	CROSBY JOE C
8	05-1200-000	042S30-6001-007-030	GAINES HELEN A
9	09-0359-500	081S31-3301-000-002	BLUE MARLIN DEVELOPMENT LLC
10	15-3490-500	000S00-9080-024-128	BURTON HULEN THOMAS SR
11	12-0621-100	352N31-2201-002-001	CLARK JAMES
12	02-3574-035	211S30-2000-000-005	BEYERS PATRICK K
13	12-0998-455	223N31-1201-008-001	PLEASANT WADE A & CORA A
14	10-1563-337	372S31-2000-003-008	OWEN RICHARD W
15	04-0467-000	351S30-7108-000-000	CROWLEY EULA EST OF
16	05-4317-000	142S30-6000-000-014	HABER MARK T
17	14-1008-000	000S00-9025-003-128	JOHNSON DAVID & FLORA
18	06-1780-000	172S30-1401-040-004	PEAVY CHARLES M JR
19	13-1748-000	000S00-9010-280-080	TURNER JESSE J
20	09-2909-730	042S31-1001-000-013	ODOM RHONDA M
21	09-2934-530	082S31-1013-000-010	FOOTE GERALD
22	05-1080-000	042S30-6001-011-021	ROPER ANNIE MARIE
23	14-3085-000	000S00-9025-005-365	GODWIN LEWIS G & LOIS G
24	02-3387-125	211S30-1101-005-058	F & K PROPERTIES
25	05-2809-000	092S30-1100-000-153	T GILL LLC
26	06-0029-100	162S30-1001-032-004	NETTLES ROY V & DEBERT ANN
27	06-0020-000	162S30-1001-150-002	WILLIAMS MARIE
28	13-1770-000	000S00-9010-001-082	LOGAN SALLY ANN
29	07-0544-410	342S30-0295-029-003	CHIN KIM
30	03-2091-000	291S30-3303-000-001	TEMPO HOMES INC
31	06-0085-000	162S30-1001-070-005	LEWIS PERCY L EST OF &
32	11-1094-900	312N30-4330-000-014	WIENHOFF JASON K &
33	05-0931-000	042S30-6001-003-010	GEORGES GERTRUDE EST OF
34	12-3553-140	024N33-4400-005-300	ENGLISH YURMONICKE QUIVETTE
35	11-3331-523	141N31-1003-009-003	KING LONNIE CONSTRUCTION CO
36	13-3571-500	000S00-9020-003-087	TRAVELERS OF PENSACOLA I LLC
37	04-2472-100	461S30-2001-050-012	HALFORD JOHN S
38	05-2631-230	092S30-1000-103-008	EMERALD COAST REAL ESTATE INVE
39	05-2831-000	092S30-1100-000-173	GAINES CARERLEA & WILLIE B
40	06-2198-000	172S30-1600-501-050	HAYES MATTIE BELL
41	07-0544-295	342S30-0295-006-003	JOHNSON ANGEL MARIE
42	07-0544-300	342S30-0295-007-003	JOHNSON ANGEL MARIE
43	06-1040-000	172S30-1000-013-025	OWEN RICHARD
44	06-2155-000	172S30-1600-172-017	WILLIAMS VIOLA
45	13-3682-000	000S00-9020-231-097	COKER LUETISHA
46	08-1390-000	502S30-5090-020-003	JACKSON JOHN & WILLIAMS
47	07-0544-350	342S30-0295-017-003	JOHNSON ANGEL MARIE
48	07-0544-355	342S30-0295-018-003	JOHNSON ANGEL M
49	04-3860-615	481S30-8250-003-001	FAGERSTROM EMILE J III &
50	15-0635-000	000S00-9060-018-052	LYNCH CARRIE EST OF
51	13-3249-000	000S00-9020-063-049	WIGGINS GLORIA A
52	15-0781-000	000S00-9060-120-068	WRIGHT EDNA J &
53	13-3178-000	000S00-9020-022-044	BROOKS THERESA
54	15-0428-000	000S00-9060-009-034	THOMPSON W T EST OF
55	08-1866-000	502S30-6090-014-001	4 RUNNER PROPERTIES LLC

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
56	13-2338-000	000S00-9010-003-147	JENKINS RICHARD
57	13-1825-000	000S00-9010-020-084	CARTER MCNEAL ESTATE OF &
58	11-3964-030	161N31-1301-000-017	CLAY FINNA A
59	13-3645-000	000S00-9020-005-094	FOLSTON JULIA & CARSON
60	04-0882-150	391S30-1113-006-001	EMERALD COAST REAL ESTATE INVE
61	15-0888-000	000S00-9060-090-084	GUYTON THELMA G
62	05-1286-000	042S30-6003-007-001	TWO JACKS LLC
63	02-0803-000	111S30-1901-008-062	WILSON DONALD G
64	02-2132-000	171S30-1217-000-001	JOHNSON JESSEE J &
65	04-4075-000	491S30-5001-006-003	COOK FRANK C JR
66	05-1237-000	042S30-6001-050-035	HAYES HOWARD &
67	15-0224-000	000S00-9060-190-019	JONES EDNA MAE EST OF
68	13-2830-000	000S00-9020-091-022	HOWARD IDA MAE
69	11-3109-000	101N31-4101-020-018	CULP WILLER H
70	11-0142-004	141N30-1000-004-020	JONES JAMES A & TINA M
71	07-3205-000	362S30-1000-000-008	PRESCOTT CINDY A
72	13-3544-000	000S00-9020-010-084	EVANS MARY M
73	02-1635-000	121S30-7000-021-009	WOODS ERNEST C
74	02-1634-000	121S30-7000-020-009	WOODS ERNEST C
75	13-4028-000	000S00-9020-004-120	STEPHENS CASSANDRA
76	12-0450-000	262N31-1131-000-000	MASON WILLIE JR &
77	12-0373-192	212N31-1101-008-003	GULSBY JOHNNY R JR
78	11-0791-000	221N30-1100-031-009	CRUTCHFIELD TOMMY J & LOIS A
79	15-1858-000	000S00-9060-007-226	COOK CLINTON E
80	07-1867-000	342S30-1151-026-008	CRAIG BARRETT
81	06-2264-000	172S30-1600-135-134	WOODCOCK BARBARA KAREN
82	12-0309-335	142N31-4006-000-009	STANDBERRY ELMORE JR
83	08-1163-000	502S30-5060-043-001	HEISLER WINSTON V &
84	15-1495-000	000S00-9060-008-172	RIGSBY ZOLA
85	06-2140-000	172S30-1600-060-006	SPIRES FRANCES
86	05-2200-170	092S30-0550-000-035	JANSSEN ALLEN L
87	06-2104-000	172S30-1500-016-025	BLANTON SANDY ENTERPRISES INC
88	07-0573-730	342S30-0300-030-031	SHOFNER DAVID E & MYRA S
89	07-3564-000	362S30-3302-000-001	PAFFORD MARVIN C &
90	03-0407-000	221S30-5101-001-006	ROSE SARAH EST OF
91	11-2683-200	091N31-1000-272-003	RILEY JOHNNIE M
92	06-2513-500	182S30-3101-110-007	EAST FLOYD L EST OF &
93	05-2200-120	092S30-0550-000-010	JANSSEN ALLEN L
94	12-0792-500	392N31-3000-026-003	JONES ELOUISE
95	13-3225-000	000S00-9020-032-048	ROBINSON EDDIE AND WILLIE
96	13-3220-000	000S00-9020-011-048	SHEARS MARY E &
97	02-0803-000	111S30-1901-008-062	WILSON DONALD G
98	15-0848-000	000S00-9060-011-077	KNIGHT WESLEY
99	15-0563-000	000S00-9060-008-045	CUSHON HAGAR M EST OF 1/2 &
100	07-2840-410	352S30-5401-000-040	OWEN RICHARD W
101	12-1578-412	105N31-4100-001-006	SMITH MARC &
102	11-4068-000	171N31-1103-000-000	KLEINATLAND HERBERT W
103	12-1008-575	223N31-1204-000-000	LISENBY SAMUEL D & ELOISE H
104	09-0986-000	231S31-3201-016-001	ENGLISH OTIS J &
105	03-0436-000	231S30-1201-005-017	GULLEY LOUIS E & REBIE LEE
106	05-2200-168	092S30-0550-000-034	WALKER JAMES H
107	05-2200-162	092S30-0550-000-031	JANSSEN ALLEN L
108	05-2200-210	092S30-0550-000-055	JANSSEN ALLEN L & BRENDA
109	03-1601-000	271S30-3101-008-013	GARY LINDSEY
110	05-2200-152	092S30-0550-000-026	JANSSEN ALLEN L & BRENDA

TAX DEED APPLICATION LIST

4/17/2012

AMT	ACCT_NO	GEO_NO	OWNR_NAME
111	05-2200-176	092S30-0550-000-038	JANSSEN ALLEN L & BRENDA
112	05-2200-150	092S30-0550-000-025	JANSSEN ALLEN L & BRENDA
113	05-2200-188	092S30-0550-000-044	WATSON NASHAWN K
114	05-2200-192	092S30-0550-000-046	JANSSEN ALLEN L & BRENDA
115	05-2200-200	092S30-0550-000-050	JANSSEN ALLEN L & BRENDA
116	05-2200-158	092S30-0550-000-029	JANSSEN ALLEN L & BRENDA
117	05-2200-198	092S30-0550-000-049	JANSSEN ALLEN L & BRENDA
118	06-1418-000	172S30-1300-007-045	COLEMAN THOMAS
119	06-0078-000	162S30-1001-045-005	WILLIAMS JOHN P & HESSIE E
120	05-2200-184	092S30-0550-000-042	JANSSEN ALLEN L & BRENDA
121	05-2200-182	092S30-0550-000-041	JANSSEN ALLEN L & BRENDA
122	05-2200-154	092S30-0550-000-027	JANSSEN ALLEN L
123	07-0525-100	342S30-0260-000-002	COILE ALAN S
124	08-3119-000	512S30-7061-001-023	RICHARDSON KATHLEEN A &
125	05-2200-156	092S30-0550-000-028	JANSSEN ALLEN L & BRENDA
126	05-2200-142	092S30-0550-000-021	JANSSEN ALLEN L
127	07-0461-040	342S30-0201-012-007	PEEK WILLENA EST OF
128	10-0443-100	352S31-1000-014-056	NOCON ALLEN &
129	08-0033-000	502S30-2510-000-000	RUTLEDGE CREOLA FLOWERS
130	08-4370-000	592S30-2700-003-038	MCKINNIES WILLIE MAE
131	13-3314-000	000S00-9020-011-055	HILDEBRAND HELEN H
132	15-0298-000	000S00-9060-100-024	BLANKENSHIP ROOSEVELT &
133	13-3805-000	000S00-9020-009-105	CAPE INVESTMENTS GROUP INC
134	03-0763-115	231S30-3500-003-001	CREEL W T & LAVADA
135	03-0819-000	231S30-4401-000-034	TAX CERTIFICATE REDEMPTIONS IN
136	13-2210-750	000S00-9010-160-134	JOHNSON DAVID L & BARBARA A
137	07-3589-000	362S30-3500-012-001	FRANCIS MARGARET L
138	09-3973-870	182S31-1102-000-002	TUCKER OLIVER &
139	06-1226-100	172S30-1300-001-009	NGUYEN MINH NGOR &
140	01-1824-000	101S29-3102-031-002	RIVERS WILLIE G & ALMEADIE
141	12-3986-525	265N33-2401-001-001	GARRETT MINNIE LOIS &
142	13-2376-000	000S00-9010-030-151	GRIER EDWINA T
143	02-1383-000	121S30-5409-000-008	TAX CERTIFICATE REDEMPTION INC
144	13-2549-000	000S00-9011-004-075	FAILS BESSIE LEE LIFE EST
145	10-1240-800	352S31-1000-028-162	AHMAD OSAMA
146	05-2224-000	092S30-0600-014-010	BETTIS LEROY & MARY F
147	10-0170-000	352S31-1000-024-025	CALLOWAY SANDRA C VAN MATRE
148	10-1240-700	352S31-1000-027-162	AHMAD OSAMA
149	10-0120-000	352S31-1000-018-016	MILLER MARY S LIFE EST
150	06-3755-000	332S30-1300-150-021	OWEN RICHARD W
151	02-1427-000	121S30-6106-000-003	TAX CERTIFICATE REDEMPTIONS IN
152	07-0573-729	342S30-0300-029-031	PRESSURE PLUS INC
153	05-1029-000	042S30-6001-021-017	THOMAS LILLIE EST OF
154	05-0916-000	042S30-6001-029-008	GILMORE HATTIE
155	10-1563-200	372S31-2000-000-003	ESTEBAN ENELITA LEGASPI
156	13-4073-000	000S00-9020-021-122	TAYLOR ROBERT 1/2 &
157	05-0962-500	042S30-6001-026-011	ROPER LARRY D & LETISHA B
158	13-4125-000	000S00-9020-018-125	SMITH JENNIE
159	03-0219-000	221S30-2401-004-016	JOHNSON ROBERT L EST OF
160	06-4226-000	332S30-4000-050-224	SMITH SHANNON C & SHELDT

The 2011 Florida Statutes

Title XIV TAXATION AND FINANCE

Chapter 197 TAX COLLECTIONS, SALES, AND LIENS

197.502 Application for obtaining tax deed by holder of tax sale certificate; fees.—

(1)The holder of a tax certificate at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the cancellation of the certificate, may file the certificate and an application for a tax deed with the tax collector of the county where the property described in the certificate is located. The tax collector may charge a tax deed application fee of \$75.

(2)A certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the property.

(3)The county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at \$5,000 or more on the property appraiser's most recent assessment roll, except deferred payment tax certificates, and may apply for tax deeds on certificates on property valued at less than \$5,000 on the property appraiser's most recent assessment roll. The application shall be made 2 years after April 1 of the year of issuance of the certificates or as soon thereafter as is reasonable. Upon application, the county shall deposit with the tax collector all applicable costs and fees as provided in subsection (1), but may not deposit any money to cover the redemption of other outstanding certificates covering the property.

(4)The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a)Any legal titleholder of record if the address of the owner appears on the record of conveyance of the property to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b)Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c)Any mortgagee of record if an address appears on the recorded mortgage.

(d)Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. 197.344(1)(c).

(e)Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector.

(f)Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g)Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h)Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, if the property described is submerged land or common elements of a subdivision and if the address of the titleholder of contiguous property appears on the record of conveyance of the property to the legal titleholder. However, if the legal titleholder of property contiguous to the property is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereign lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector or the tax collector's designee. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official

records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a)The tax collector may contract with a title company or an abstract company to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1.The ownership and encumbrance report must include the letterhead of the person, firm, or company that makes the search, and the signature of the individual who makes the search or of an officer of the firm. The tax collector is not liable for payment to the firm unless these requirements are met. The report may be submitted to the tax collector in an electronic format.

2.The tax collector may not accept or pay for any title search or abstract if financial responsibility is not assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3.In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector must ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b)Any fee paid for a title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c)The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as provided in s. 28.24.

(6)The opening bid:

(a)On county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the property, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) On an individual certificate must include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant, plus all tax certificates that were sold subsequent to the filing of the tax deed application and omitted taxes, if any.

(c)On property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead.

(7)On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the property that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. If the county does not elect to purchase the property, the county must notify each legal titleholder of property contiguous to the property available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

(8)Taxes may not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a)When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b)The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9)Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. 197.552, for each parcel of property shown on the tax certificate.

(10)Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11)For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. 197.447, cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372; s. 49, ch. 2011-151.

3824
Vacant

Commitment for Title Insurance

(with Florida Modifications)



File No. 014312

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.


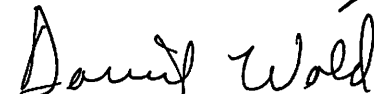
Escarosa Land Research, LLC

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Signatory

By  President
Attest  Secretary



Schedule A
COMMITMENT

1. Effective Date: 2/15/12 at 8:00 A.M.

File No 014312

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: \$ TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple interest.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

Kim Chin by Trustee's Deed recorded in OR 5682 Page 232.

5. The land referred to in this Commitment is described as follows:

Lot 29, Block "C", Whispering Oaks Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Plat Book 8, at Page 36, of the public records of said County.

TA#34-2S-30-0295-029-003, Frontera Circle

Escarosa Land Research, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

[]
Authorized Signatory

By  President

Attest  Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 014312

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Kim Chin, an unmarried person to Escambia County, Florida, covering property as described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - A. Secure and Record Satisfaction of that certain mortgage executed by Kim Chin , an unmarried person to Bank of America dated 1/05/07 recorded 01/19/07 in OR 6071 Page 1344 for \$72,000.00.
 - B. Secure and Record Satisfaction of Notice of Lien in OR 6699 Page 254..
 - C. Secure and Record Satisfaction of Code Order in OR 6469 Page 1818 as certified in OR 6470 Page 76 and amended in OR 6580 Page 1423.
 - D. Require redemption of Tax Certificate # 4395 of 2009 for 2008 taxes.
 - E. Require redemption of Tax Certificate # 4597 of 2010 for 2009 taxes
 - F. Require redemption of Tax Certificate # 4421 of 2011 for 2010 taxes.
 - G. Require payment of taxes for 2011; Act#07-0544-410; TA#34-2S-30-0295-029-003.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 014312

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith, and any and all minerals and mineral rights are specifically excepted herein.
8. Restrictive Covenants in OR 677 Page 800 and OR 2681 Page 602.
9. Easement to Gulf Power Company in OR 656 Page 411 and OR 680 Page 667.
10. Plat Conditions recorded in Plat Book 8 at Page 36.
11. Right of Way of Frontera Circle.
12. Subject to party wall agreement in OR 677 Page 798.
13. Subject to restriction prohibiting the sale of alcoholic beverages in Deed Book 293 Page 62.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

295-8-3	88.1	295-7-3	80.4	295-26-3	22
295-6-3	87.1	295-27-3	80	295-28-3	22
295-5-3	86	295-29-3	79.6	295-29-3	30.4
295-4-3	84.5	295-30-3	79	295-30-3	30.4
295-3-3	82.1	295-31-3	78.4	295-31-3	22
295-2-3	80.3	295-32-3	77	295-32-3	22
295-1-3	78.5		75.5		41.7
FRONTERA CIR					
Buildings					
Images					



2/18/03

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

Last Updated: 01/19/2012 (tc.2239)

Escambia County Tax Collector

generated on 1/23/2012 12:16:23 PM CST

Tax Record

Last Update: 1/23/2012 12:16:23 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 Type	Tax Year			
07-0544-410	REAL ESTATE	2011			
Mailing Address CHIN KIM 4587 PECK RD EL MONTE CA 91732		Property Address 3824 FRONTERA CIR GEO Number 342S30-0295-029-003			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	06				
Legal Description (click for full description)					
342S30-0295-029-003 3824 FRONTERA CIR LOT 29 BLK C WHISPERING OAKS PB 8 P 36 OR 5682 P 232 CA 159					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Exemption Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	3,040	0	\$3,040	\$21.21
PUBLIC SCHOOLS					
By Local Board	2.2480	3,040	0	\$3,040	\$6.83
By State Law	5.5730	3,040	0	\$3,040	\$16.94
SHERIFF	0.6850	3,040	0	\$3,040	\$2.08
WATER MANAGEMENT	0.0400	3,040	0	\$3,040	\$0.12
Total Millage		15.5215	Total Taxes		\$47.18
Non-Ad Valorem Assessments					
Code	Levying Authority			Amount	
NFP	FIRE (CALL 595-4960)			\$11.00	
Total Assessments				\$11.00	
Taxes & Assessments				\$58.18	
If Paid By			Amount Due		
1/31/2012			\$57.02		
2/29/2012			\$57.60		
3/30/2012			\$58.18		
4/30/2012			\$59.93		

Prior Years Payment History

Prior Year Taxes Due					
Year	Folio	Status	Cert.	Cert. Yr.	Amount
<u>2008</u>	129787		4395	2009	\$632.45
<u>2009</u>	131598		4597	2010	\$544.15
<u>2010</u>	131900		4421	2011	\$531.12
Prior Years Total					\$1,707.72
If Paid By			Prior Years Due		
1/31/2012			\$1,707.72		

Unpaid amounts due increase immediately if county-held certificate is purchased or tax warrant is issued.

[Click Here To Pay Now](#)

This instrument prepared by:
And after recording return to:
Prestige Title, Inc.,
Stephen R. Colson
Attorney at Law
4300 Bayou Blvd., Suite 26
Pensacola, FL 32503

PARCEL ID #34-2S-30-0295-024-003
34-2S-30-0295-027-003
34-2S-30-0295-029-003

Grantee(s) S.S #'s:

FILE #CHIN-05-05-47P

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS TRUSTEES DEED Made this June 6, 2005 by Jadwiga B. Smith, an unmarried woman individually and as sole trustee of The Smith Family Trust dated May 24, 1996 whose post office address is: 3228 Emerson Street, San Diego CA 92106 hereinafter called the grantor, to: Kim Chin whose post office address is 4500 N. Esdo Ave., El Monte, CA 91731, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Escambia County, State of Florida, viz:

Parcel A:

Lot 24, Block "C", Whispering Oaks Subdivision, according to plat thereof filed in Plat Book 8 at Page 36, of the Public Records of Escambia County, Florida.

Parcel B:

Lot 27, Block C, WHISPERING OAKS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Parcel C:

Lot 29, Block C, WHISPERING OAKS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31ST, 2004. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Susan Forster
Witness: Susan Forster

Deena Kania
Witness: Deena Kania

Jadwiga B. Smith, individually and
Jadwiga B. Smith, individually and as
sole trustee as sole trustee

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this June 6, 2005 by Jadwiga B. Smith, individually and as sole trustee, who is personally known to me or who produced DRIVERS LICENSE as identification and who did/did not take an oath.

Yolanda Dilree
Notary Public
My Commission Expires:



**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia county Code of Ordinances Chapter 1-29.2, Article V, sellers of residential are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additional provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Bloodworth Lane
Legal Address of Property: 1113 Bloodworth Lane, Pensacola, FL 32504

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Prestige Title, Inc.
4300 Bayou Blvd.
Pensacola, FL 32503

AS TO SELLER(S);

Susan Forster
witness: Susan Forster

Jadwiga B. Smith individually
seller: Jadwiga B. Smith, individually
and as sole Trustee and as sole Trustee

Decha Kania
witness: Decha Kania

seller: _____

AS TO BUYER(S)

_____ witness:

_____ buyer: Kim Chin by Roeun Chin,
her attorney-in-fact

_____ witness:

_____ buyer:

This form approved
By Escambia County Board of
County Commissioners
Effective: 4/15/95

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

8/18/2011

Page 15 of 34

dch



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3494

County Administrator's Report 17. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Acquisition of Properties Located at 3800 and 3802 Frontera Circle

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Properties Located at 3800 and 3802 Frontera Circle - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning properties located at 3800 and 3802 Frontera Circle within the Brownsville Redevelopment Area (CRA):

A. Authorize the purchase of two parcels of real property (totaling approximately .11 acres), located at 3800 and 3802 Frontera Circle, from Angel Marie Johnson for the negotiated amount of \$5,000, for both properties, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Approve the Contract for Sale and Purchase for the acquisition of the two parcels of real property (totaling approximately .11 acres), located at 3800 and 3802 Frontera Circle; and

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

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, Object Code 56101]

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the units within the neighborhood have become neglected and /or abandoned leading to slum conditions and severe blight. Escambia County has conducted multiple refuse 'clean-sweeps' through the neighborhood. There have been numerous code violations with current outstanding liens, and the neighborhood is a focal point for rampant illegal activities. Meeting in regular session on August 18, 2011, the Board approved, as part of a Community Revitalization Plan, a Recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within this neighborhood. The two parcels specified within this Recommendation are part of that plan.

BUDGETARY IMPACT:

Funds for this project are available in the Community Redevelopment Agency Fund 151, Cost Center 220515, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of these properties. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Sales Contract Johnson

Acquisition Checklist

Surveys

BCC Authorization

Property Appraiser Data Sheet

Site Map

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Angel Marie Johnson, an unmarried woman, whose address is 8766 Tomcat Court, Pensacola, Florida 32506 (*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. **CONSIDERATION; PAYMENT.** No proceeds from this transaction shall be paid to Seller. Consideration for this transaction shall be payment by Buyer to Synovus Bank of Five Thousand Dollars (\$5,000.00) to satisfy and cancel the mortgages and encumbrances shown on the attached Exhibit B. Additionally, Buyer shall accept the property subject to all unpaid ad valorem taxes and assessments.

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'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing 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, Estoppel and Solvency Affidavit and Warranty Deed.

7. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Buyer); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Survey (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); costs to cure title defects (Buyer).

8. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

9. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied at closing. In the event the closing occurs between January 1 and November 1, Buyer will, 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, Buyer will 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 60 days from the Effective Date of this Contract. 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 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:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

TO SELLER:

Angel Marie Johnson
8766 Tomcat Court
Pensacola, Florida 32506

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

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 Contract by signing a counterpart.

22. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases or subordinations from any mortgages, leases, or encumbrances other than those mortgages and encumbrances shown on Exhibit B.

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.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

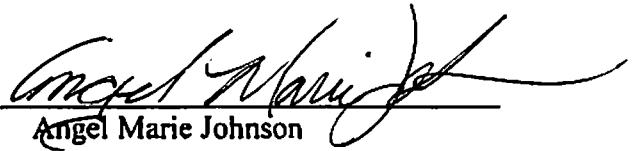
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


~~Wilson B. Robertson, Chairman~~
Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved: _____

By: 
Angel Marie Johnson

This document approved as to form
and legal sufficiency.

By: 
Title: Asst. County Attorney
Date: Oct 29, 2012

CONSENT OF MORTGAGEE

Synovus Bank, by and through its duly authorized representative, hereby consents to the sale of the Property between Seller and Buyer and, upon closing of the sale in accordance with the terms of the Contract and payment in the amount of Five Thousand Dollars (\$5,000.00), agrees to satisfy and cancel those mortgages and encumbrances shown in the attached Exhibit B.

Executed on this ~~10th~~ day of OCTOBER, 2012.

SYNOVUS BANK

By: 

Print Name: ROGER HUFFMAN

Title: VICE PRESIDENT

EXHIBIT A

**LOT 17, BLOCK "C", WHISPERING OAKS, BEING A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.
(3800 FRONTERA CIRCLE, PENSACOLA, FLORIDA)**

**LOT 18, BLOCK "C", WHISPERING OAKS, BEING A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.
(3802 FRONTERA CIRCLE, PENSACOLA, FLORIDA)**

EXHIBIT B

MORTGAGES AND ENCUMBRANCES

1. **Real Estate Mortgage and Security Agreements executed by Lamar K. Johnson and Angel M. Johnson, husband and wife, to Bank of Pensacola in Official Record Book 5240 at page 93 and Official Record Book 5245 at page 1818, together with Agreement to Cross-Default and Cross-Collateralized Mortgage Loans in Official Record Book 5262 at page 1589, Additional Advance Agreement recorded in Official Record Book 5839 at page 1937, and Second Additional Advance Agreement in Official Record Book 6268 at page 433.**
2. **Assignments of Rents and Leases executed by Lamar K. Johnson and Angel M. Johnson, husband and wife, to Bank of Pensacola in Official Record Book 5240 at page 101 and Official Record Book 5245 at page 1826.**
3. **Real Estate Mortgage and Security Agreement executed by Angel Marie Johnson, unmarried woman, to Coastal Bank and Trust of Florida in Official Record Book 6424 at page 133.**
4. **Assignments of Rents and Leases executed by Angel Marie Johnson to Coastal Bank and Trust of Florida in Official Record Book 6424 at page 141.**
5. **Mortgage Foreclosure under Case No. 2010 CA 121; Lis Pendens in Official Record Book 6552 at page 572, and Final Judgment of Foreclosure in Official Record Book 6659 at page 1490, as certified in Official Record Book 6664 at page 793.**



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: Johnson Property / 3800 (342S300295017003) / Account # 070544350 & 3802 Frontera Circle (342S300295018003) / Account # 070544355

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date : _____
 Received by: N/A _____
 Comments: Residential Acquisition. _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colorado
 Date: 10/18/12
 Comments: REVIEWED COPIES OF SURVEYS FOR MTS COMPLIANCE. SURVEYS NOT FIELD VERIFIED.

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Johnson Property / 3600 (342S300295017003) / Account # 070544350 & 3802 Frontera Circle (342S300295018003) / Account # 070544355

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
Date: 10-19-12
Comments: _____

Signature of Marcus Faulkner
Risk Management Division, Escambia County
10/19/12

Per C&E Division "properties will be acquired and then demolished as part of a neighborhood revitalization project". No apparent hazards if structures are removed.

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Johnson Property / 3800 (342S300295017003) / Account # 070544350 & 3802 Frontera Circle (342S300295018003) / Account # 070544355

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____


County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Facilities Management Department
Date: October 22, 2012
Comments: No inspection performed. Permanent structures will be demolished upon acquisition.

Director's Signature 
David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Johnson Property / 3800 (342S300295017003) / Account # 070544350 & 3802 Frontera Circle (342S300295018003) / Account # 070544355

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date : _____
 Received by: N/A *Ka [Signature]* 10/16/12
 Comments: Residential Acquisition. _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

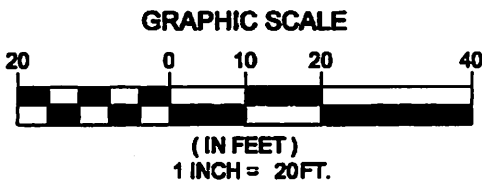
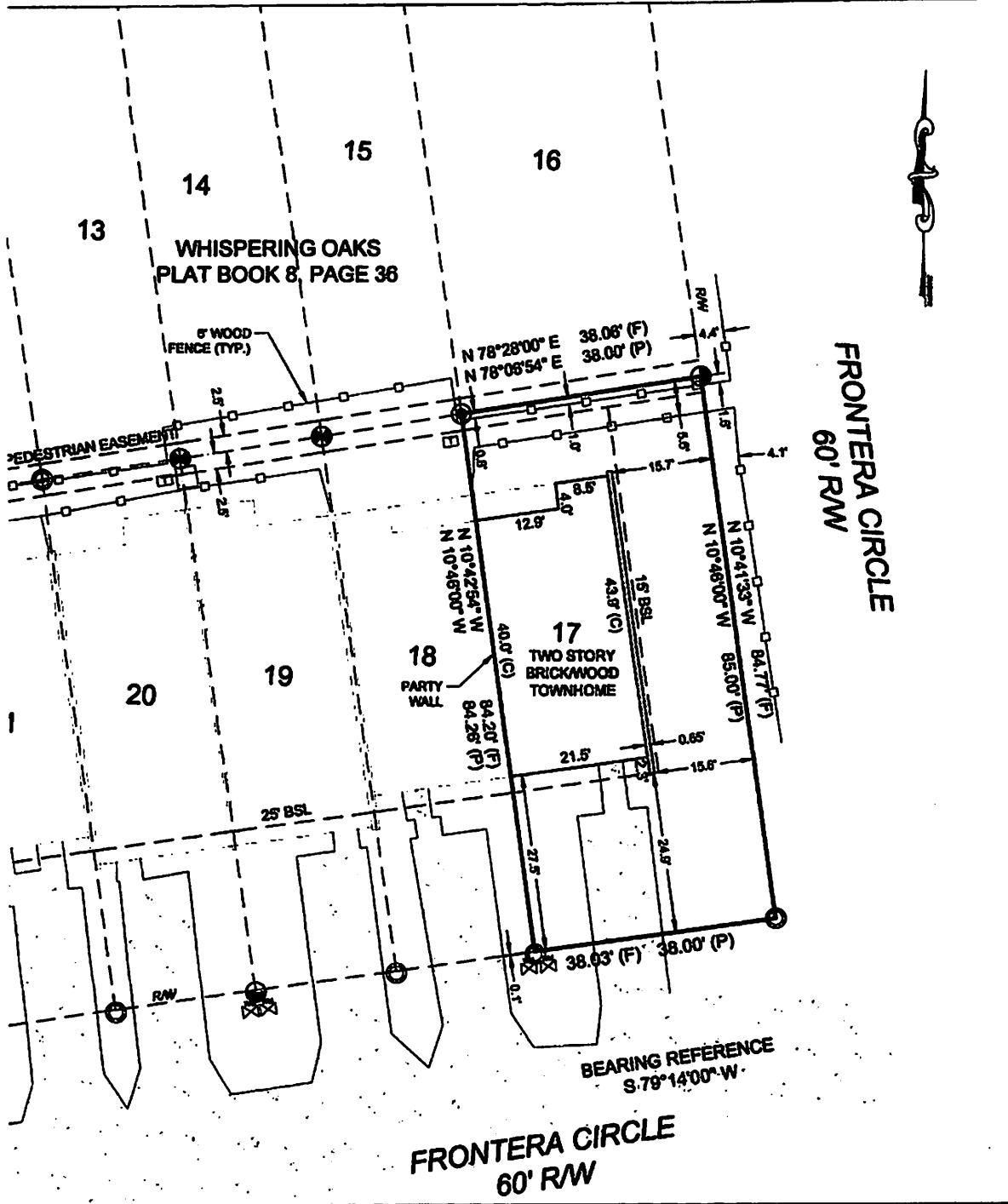
Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



BOUNDARY SURVEY WITH IMPROVEMENTS



ADDRESS:
 LOT 17
 3800 FRONTERA CIRCLE
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R. BOOK 5245, PAGE 1809)

LOT 17, BLOCK "C", WHISPERING OAKS, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L. E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

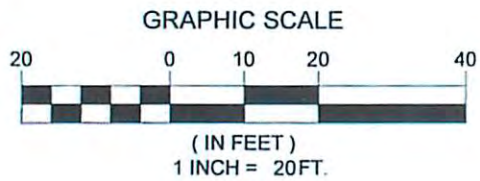
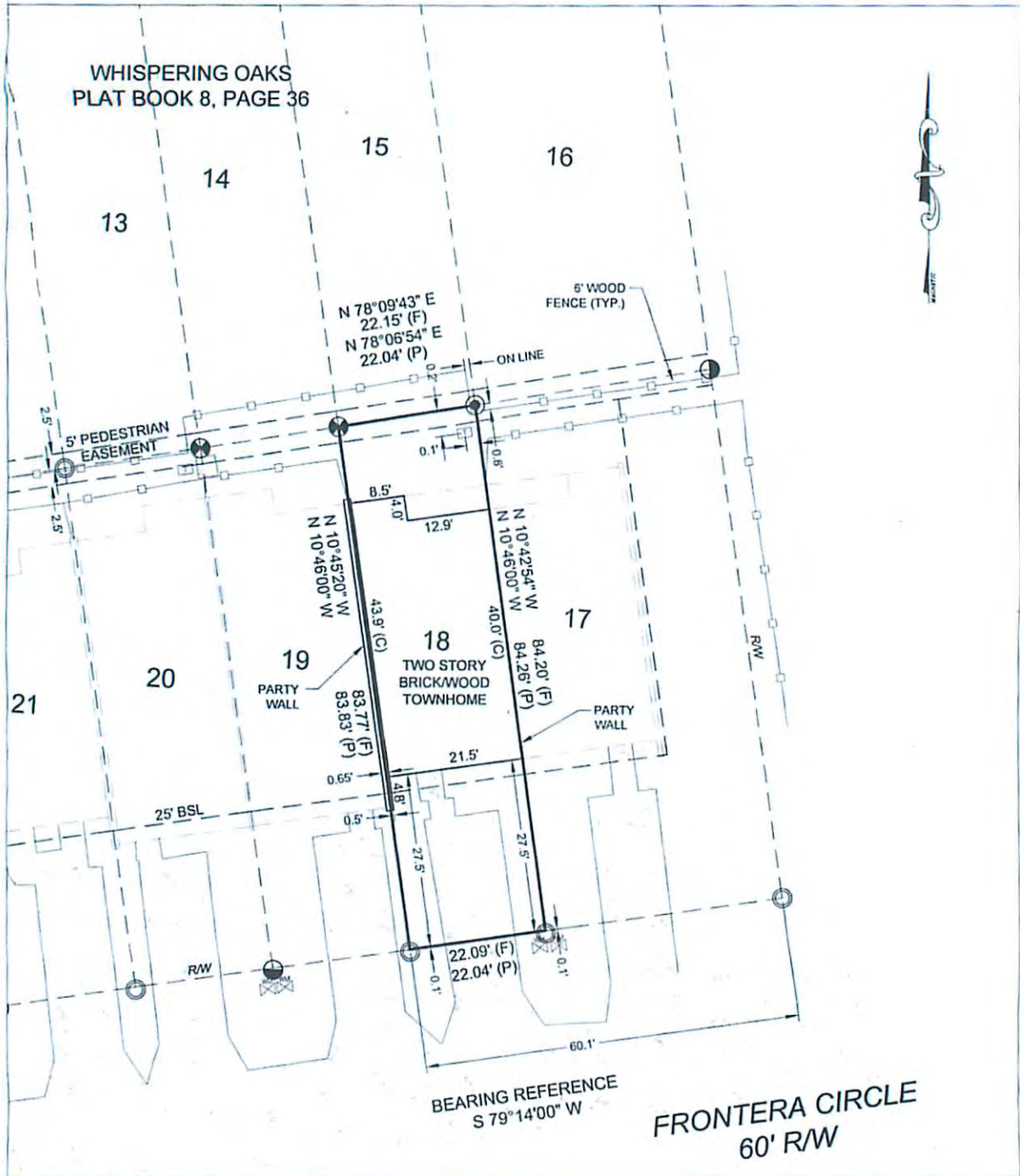
SHEET 2 OF 2

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12



BOUNDARY SURVEY WITH IMPROVEMENTS



ADDRESS:
 LOT 18
 3802 FRONTERA CIRCLE
 PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



LEGAL DESCRIPTION: (O.R. BOOK 5240, PAGE 0091)

LOT 18, BLOCK "C", WHISPERING OAKS, BEING A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8 AT PAGE 36 OF THE PUBLIC RECORDS OF SAID COUNTY.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

Rob L. Working

4/12/12

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property Forms* for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

8/18/2011

Page 15 of 34

dch

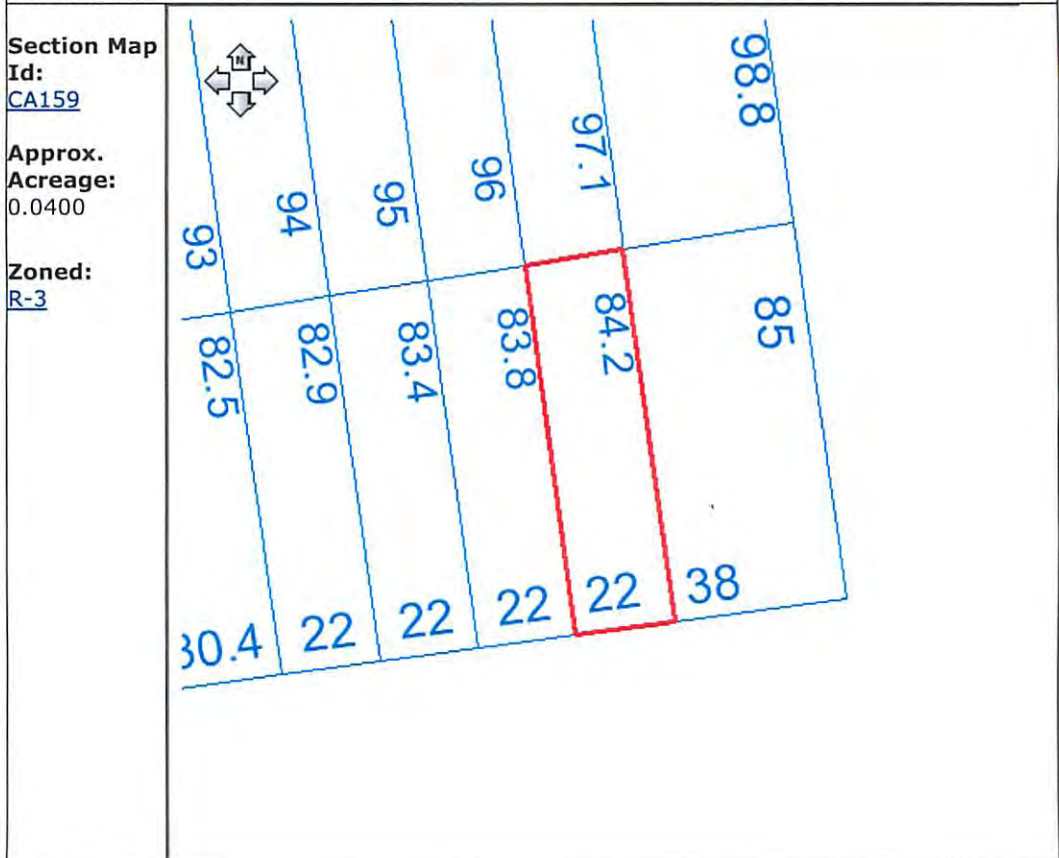
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 342S300295018003 Account: 070544355 Owners: JOHNSON ANGEL M Mail: 8766 TOMCAT CT PENSACOLA, FL 32506 Situs: 3802 FRONTERA CIR 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2012 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$3,040 Total: \$3,040 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																																																
<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/01/2008</td> <td>6306</td> <td>38</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>09/2005</td> <td>5724</td> <td>15</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>03/2005</td> <td>5645</td> <td>142</td> <td>\$100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>10/2003</td> <td>5262</td> <td>1585</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>09/2003</td> <td>5240</td> <td>90</td> <td>\$25,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>10/1994</td> <td>3669</td> <td>678</td> <td>\$11,700</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>12/1990</td> <td>2951</td> <td>412</td> <td>\$33,100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/01/2008	6306	38	\$100	CJ	View Instr	09/2005	5724	15	\$100	CJ	View Instr	03/2005	5645	142	\$100	OT	View Instr	10/2003	5262	1585	\$100	WD	View Instr	09/2003	5240	90	\$25,000	WD	View Instr	10/1994	3669	678	\$11,700	WD	View Instr	12/1990	2951	412	\$33,100	WD	View Instr	<p>2012 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>LOT 18 BLK C WHISPERING OAKS PB 8 P 36 OR 5240 P 90 OR 5262 P 1585...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																												
03/01/2008	6306	38	\$100	CJ	View Instr																																												
09/2005	5724	15	\$100	CJ	View Instr																																												
03/2005	5645	142	\$100	OT	View Instr																																												
10/2003	5262	1585	\$100	WD	View Instr																																												
09/2003	5240	90	\$25,000	WD	View Instr																																												
10/1994	3669	678	\$11,700	WD	View Instr																																												
12/1990	2951	412	\$33,100	WD	View Instr																																												

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



Buildings	
Building 1 - Address: 3802 FRONTERA CIR, Year Built: 1973, Effective Year: 1973	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 EXTERIOR WALL-SIDING-SHT.AVG. ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-2.00 FLOOR COVER-CARPET DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px;">Areas - 1518 Total SF</div> <p>BASE AREA - 660 PATIO - 91 UPPER STORY FIN - 704 UTILITY FIN - 63</p>	
Images	



2/18/03



1/14/11

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

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	342S300295017003	Improvements:	\$0
Account:	070544350	Land:	\$3,040
Owners:	JOHNSON ANGEL MARIE	Total:	\$3,040
Mail:	8766 TOMCAT CT PENSACOLA, FL 32506	Save Our Homes:	\$0
Situs:	3800 FRONTERA CIR 32505	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

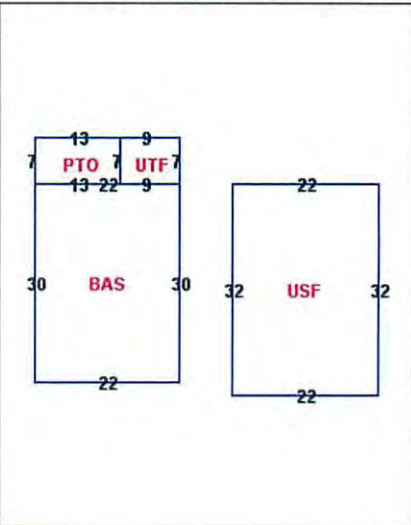
Sales Data					2012 Certified Roll Exemptions	
					None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
03/01/2008	6306	37	\$100	CJ	View Instr	
09/2005	5724	15	\$100	CJ	View Instr	
03/2005	5645	142	\$100	OT	View Instr	
09/2003	5245	1809	\$15,000	WD	View Instr	
04/2003	5215	1254	\$100	CT	View Instr	
10/1999	4481	1326	\$29,000	WD	View Instr	
07/1995	3796	789	\$100	WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court						
					Legal Description	
					LOT 17 BLK C WHISPERING OAKS PB 8 P 36 OR 6306 P 37 CA 159	
					Extra Features	
					None	

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

Section Map Id:
[CA159](#)

Approx. Acreage:
0.0700

Zoned:
[R-3](#)

Buildings															
Building 1 - Address: 3800 FRONTERA CIR, Year Built: 1973, Effective Year: 1973															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Structural Elements</td> </tr> <tr> <td style="padding: 2px;">FOUNDATION-SLAB ON GRADE</td> </tr> <tr> <td style="padding: 2px;">EXTERIOR WALL-BRICK-FACE</td> </tr> <tr> <td style="padding: 2px;">NO. PLUMBING FIXTURES-5.00</td> </tr> <tr> <td style="padding: 2px;">DWELLING UNITS-1.00</td> </tr> <tr> <td style="padding: 2px;">EXTERIOR WALL-SIDING-SHT.AVG.</td> </tr> <tr> <td style="padding: 2px;">ROOF FRAMING-GABLE</td> </tr> <tr> <td style="padding: 2px;">ROOF COVER-COMPOSITION SHG</td> </tr> <tr> <td style="padding: 2px;">INTERIOR WALL-DRYWALL-PLASTER</td> </tr> <tr> <td style="padding: 2px;">NO. STORIES-2.00</td> </tr> <tr> <td style="padding: 2px;">FLOOR COVER-CARPET</td> </tr> <tr> <td style="padding: 2px;">DECOR/MILLWORK-AVERAGE</td> </tr> <tr> <td style="padding: 2px;">HEAT/AIR-CENTRAL H/AC</td> </tr> <tr> <td style="padding: 2px;">STRUCTURAL FRAME-WOOD FRAME</td> </tr> </table>	Structural Elements	FOUNDATION-SLAB ON GRADE	EXTERIOR WALL-BRICK-FACE	NO. PLUMBING FIXTURES-5.00	DWELLING UNITS-1.00	EXTERIOR WALL-SIDING-SHT.AVG.	ROOF FRAMING-GABLE	ROOF COVER-COMPOSITION SHG	INTERIOR WALL-DRYWALL-PLASTER	NO. STORIES-2.00	FLOOR COVER-CARPET	DECOR/MILLWORK-AVERAGE	HEAT/AIR-CENTRAL H/AC	STRUCTURAL FRAME-WOOD FRAME	
Structural Elements															
FOUNDATION-SLAB ON GRADE															
EXTERIOR WALL-BRICK-FACE															
NO. PLUMBING FIXTURES-5.00															
DWELLING UNITS-1.00															
EXTERIOR WALL-SIDING-SHT.AVG.															
ROOF FRAMING-GABLE															
ROOF COVER-COMPOSITION SHG															
INTERIOR WALL-DRYWALL-PLASTER															
NO. STORIES-2.00															
FLOOR COVER-CARPET															
DECOR/MILLWORK-AVERAGE															
HEAT/AIR-CENTRAL H/AC															
STRUCTURAL FRAME-WOOD FRAME															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Areas - 1518 Total SF</td> </tr> <tr> <td style="padding: 2px;">BASE AREA - 660</td> </tr> <tr> <td style="padding: 2px;">PATIO - 91</td> </tr> <tr> <td style="padding: 2px;">UPPER STORY FIN - 704</td> </tr> <tr> <td style="padding: 2px;">UTILITY FIN - 63</td> </tr> </table>	Areas - 1518 Total SF	BASE AREA - 660	PATIO - 91	UPPER STORY FIN - 704	UTILITY FIN - 63										
Areas - 1518 Total SF															
BASE AREA - 660															
PATIO - 91															
UPPER STORY FIN - 704															
UTILITY FIN - 63															
Images															



1/14/11



2/18/03

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

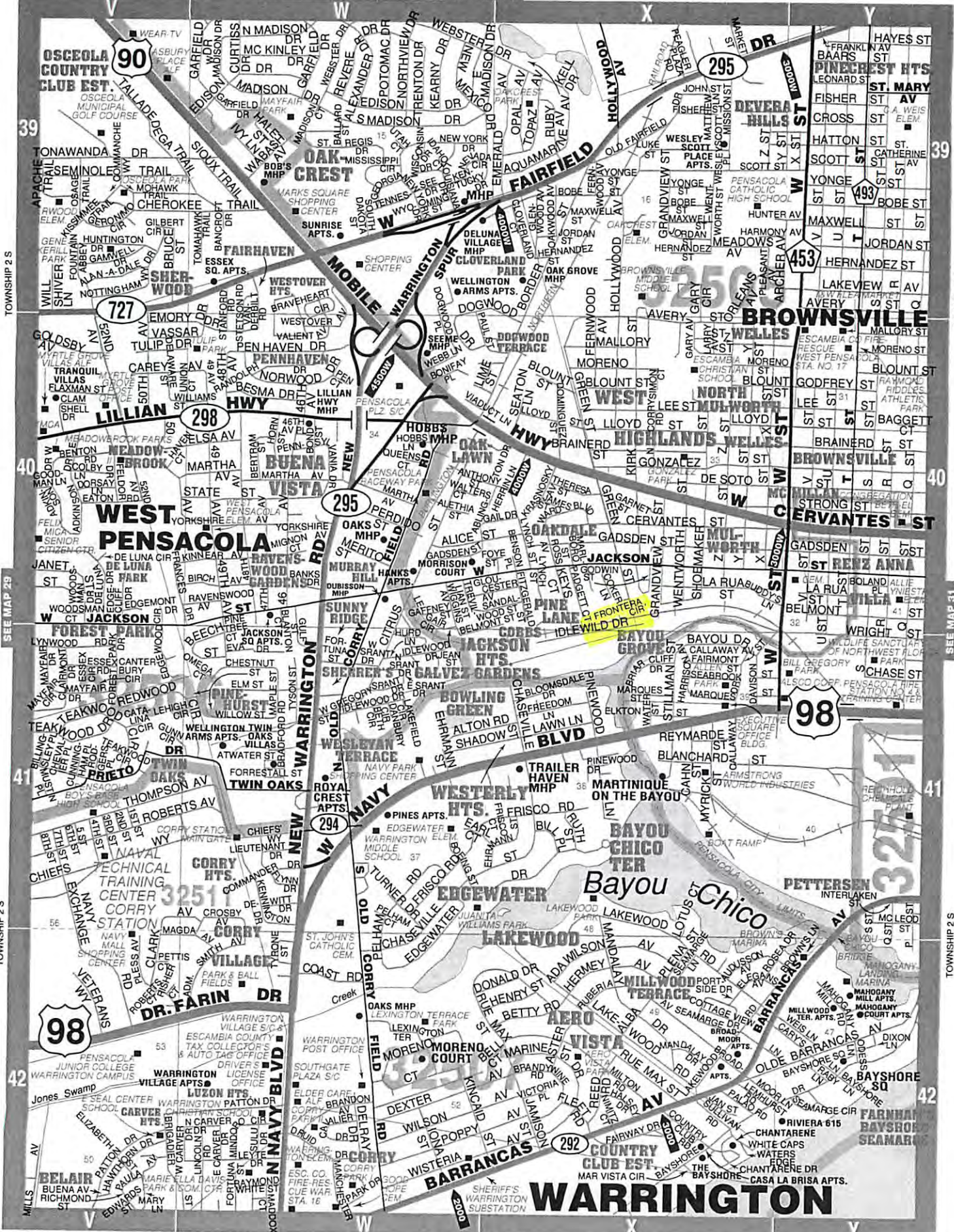


WARRINGTON, WEST PENSACOLA, JACKSON HTS., CORY FIELD

RANGE 30 W

SEE MAP 24

RANGE 30 W





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3487

County Administrator's Report 17. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Change Order to PO# 121350, Lewis, Longman, & Walker P. A., for Split Sampling and Monitoring

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Lewis, Longman & Walker, P.A. for Fees Associated with Florida Department of Environmental Protection Split Sampling and Monitoring - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve and authorize the Acting County Administrator to execute the following Change Order #2, to pay legal fees associated with Florida Department of Environmental Protection (FDEP) Split Sampling and Monitoring activities at 2906 North Palafox:

Department:	Solid Waste
Division:	Waste Services
Type:	Addition
Amount:	\$7,152.89
Vendor:	Lewis, Longman & Walker, P.A.
Project Name:	Split Sampling and Monitoring at 2906 North Palafox
Contract:	
PO No.:	121350
CO No.:	2
Original Award Amount:	\$46,500.00
Cumulative Amount of Change Orders through CO #2:	\$10,252.89
New Contract Total:	\$56,752.89

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230307]

BACKGROUND:

On May 23, 2012, the Board of County Commissioners approved a Recommendation Concerning Approving the License Agreement with FDEP and Authorizing Outside Council to Retain Cameron Cole for Split Sampling and Monitoring of FDEP Activities. The Recommendation authorized Lewis, Longman & Walker to retain Cameron Cole at a cost of \$46,403.05. Change order number two is necessary to pay legal fees associated with the Split Sampling and Monitoring activities.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Center 230307.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for purchasing.

IMPLEMENTATION/COORDINATION:

Solid Waste Management will coordinate Change Order #2 with the Office of Management & Budget/Purchasing Division.

Attachments

Original PO & CO #1

Board Mins 05_03_2012

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
E
N
D
O
R
 410579
 LEWIS, LONGMAN & WALKER, P.A.
 315 S CALHOUN STREET STE 830
 TALLAHASSEE FL 32301

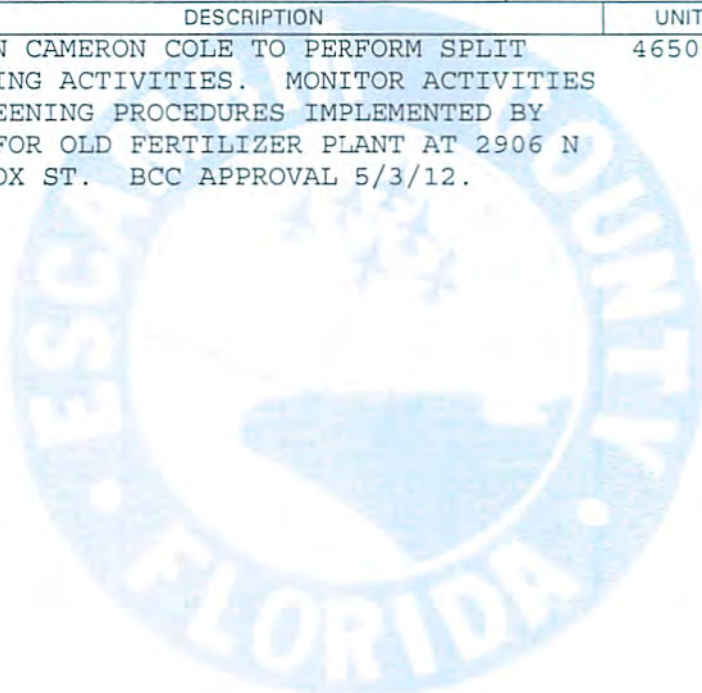
S
H
I
P
 SOLID WASTE MANAGEMENT
 13009 BEULAH ROAD
 CANTONMENT FL 32533-8801

T
O
 ATTN: SUSAN HOLT 850.595.4579

ORDER DATE: 06/08/12	BUYER: PAUL NOBLES	REQ. NO.: 12001467	REQ. DATE: 06/07/12
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	RETAIN CAMERON COLE TO PERFORM SPLIT SAMPLING ACTIVITIES. MONITOR ACTIVITIES & SCREENING PROCEDURES IMPLEMENTED BY FDEP FOR OLD FERTILIZER PLANT AT 2906 N PALAFOX ST. BCC APPROVAL 5/3/12.	46500.0000	46,500.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	46,500.00
01	230307 53101	46,500.00		TOTAL \$	46,500.00

APPROVED BY

Claudia Simmons

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. License Agreement with FDEP ✓

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning the Solid Waste Transfer Station, located at 2906 North Palafox Street, previously owned by Browning-Ferris Industries of Florida, Inc., and Allied Waste Services of North America, LLC:

- A. Approving, and authorizing the Chairman to sign, the License Agreement between Escambia County and the Florida Department of Environmental Protection (FDEP), negotiated by Lewis, Longman & Walker, Outside Counsel representing Escambia County, related to environmental enforcement activities pursuant to Chapter 403 and under the United States Environmental Protection Agency's site assessment program; and
- B. Authorizing the law firm of Lewis, Longman & Walker to retain the environmental engineering firm of Cameron Cole to perform split sampling and to monitor the activities and screening procedures to be implemented by FDEP, at a cost of \$46,403.05.

ITEMS ADDED TO THE AGENDA – None.

ANNOUNCEMENTS

1. FOR INFORMATION: The Board:

- A. Was advised by County Attorney Rogers that the Escambia-Santa Rosa Bar Association, in celebration of "Law Week," at its "Law Luncheon" yesterday (May 2, 2012), awarded Commissioner Young the prestigious Liberty Bell Award, which is presented annually to a member of the community who is a non-lawyer, but exhibits both leadership skills and an appreciation of justice, equality, etc.; and ✓
- B. Was advised by Commissioner Young that today was designated as National Prayer Day, that Commissioner Robinson was the speaker at Cokesbury (United) Methodist Church, and that she wished to recognize Dr. David Jeremiah as the Honorary Chairperson (for the event). ✓

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 121350-1
 CHANGE DATE: 09/25/12

I
 N [CLERK OF THE COURT & COMPTROLLER]
 V [HON. ERNIE LEE MAGAHA]
 O [221 PALAFOX PLACE, SUITE 140]
 I [PENSACOLA, FL 32502-5843]
 C [(850) 595-4841]
 E []

V [410579]
 E [LEWIS, LONGMAN & WALKER, P.A.]
 N [315 S CALHOUN STREET STE 830]
 D [TALLAHASSEE FL 32301]
 O []
 R []

S [SOLID WASTE MANAGEMENT]
 H [13009 BEULAH ROAD]
 I [CANTONMENT FL 32533-8801]
 P []
 T []
 O [ATTN: SUSAN HOLT 850.595.4579]

ORDER DATE: 06/08/12	BUYER: PAUL NOBLES	REQ. NO.: 12001467	REQ. DATE: 06/07/12
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
--------------------	---------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
This change order provides for an Additive Change Order to provide additional funds for fees associated with Split Sampling activities at 2906 N. Palafox Street in Cost Center 230307, Object Code 53101 in the amount of \$3,100.00					
01	.00	LOT	RETAIN CAMERON COLE TO PERFORM SPLIT SAMPLING ACTIVITIES. MONITOR ACTIVITIES & SCREENING PROCEDURES IMPLEMENTED BY FDEP FOR OLD FERTILIZER PLANT AT 2906 N PALAFOX ST. BCC APPROVAL 5/3/12.	3100.0000	3,100.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	3,100.00
01	230307 53101	3,100.00		TOTAL \$	3,100.00

APPROVED BY 

THE FOLLOWING WAS NOT PROVIDED TO THE CLERKS OFFICE:

FDEPT LICENSE AGREEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2520

County Attorney's Report 10.1.

BCC Regular Meeting

Action

Meeting Date: 05/03/2012

Issue: License Agreement with the Florida Department of Environmental Protection

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approving the License Agreement with FDEP and Authorizing Outside Counsel to Retain Cameron Cole for Split Sampling and Monitoring of FDEP Activities

That the Board take the following action:

A. Approve, and authorize the Chairman to sign, the License Agreement, negotiated by Lewis, Longman & Walker, outside counsel representing Escambia County, between Escambia County and the Florida Department of Environmental Protection (FDEP), related to environmental enforcement activities pursuant to Chapter 403 and under the United States Environmental Protection Agency's site assessment program; and

B. Authorize the law firm of Lewis, Longman & Walker to retain the environmental engineering firm of Cameron Cole to perform split sampling and to monitor the activities and screening procedures to be implemented by FDEP at a cost of \$46,403.05.

BACKGROUND:

Pursuant to an Order of Taking, Escambia County became owner of the Solid Waste Transfer Station located at 2906 North Palafox Street. Prior to this time, the property had been involved in environmental enforcement actions when it was owned by Brown & Ferris Industries/Allied Waste Services. By letter dated November 17, 2011, the Florida Department of Environmental Protection (FDEP) has requested access to the property to perform environmental site screening. The avowed purpose of the screening is to continue to evaluate a potential threat to human health or the environment posed by groundwater contamination. The property had been previously owned by a fertilizer company in the mid-twentieth century and certain contaminants and compounds were released which eventually found its way into soil and groundwater. Since the County has been owner of the property, it has not conducted any activities which could be the source of contamination to or pollution of the soil and groundwater.

Retained counsel, Lewis, Longman & Walker, have negotiated with FDEP, a license agreement, which is attached.

Pursuant to this agreement, FDEP will have access to the transfer station site for sampling and County will be taking split samples of any samples taken by FDEP so that results showing contamination can be both verified and replicated should any results be above normal limits. In

addition, the law firm of Lewis, Longman & Walker will be retaining Cameron Cole, a copy of their proposal is attached, to perform the split sampling and to monitor the activities of FDEP when it performs sampling and screening. Their proposal shows a cost of \$46,403.05.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230307.

LEGAL CONSIDERATIONS/SIGN-OFF:

Lewis, Longman & Walker, retained outside counsel, have negotiated the terms of the license agreement and will be retaining the Cameron Cole environmental engineering firm.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

License Agreement

Cameron Cole Proposal and Agreement

**LICENSE AGREEMENT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

1. The undersigned property owner/representative ("Escambia County"), in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants a revocable License to the State of Florida Department of Environmental Protection ("Department") and its agents and contractors to enter the undersigned's property ("the property"), also known as 2906 Palafox Street Transfer Station, located at 2906 North Palafox Street, Pensacola, Escambia, County, Florida to conduct the activities specified in Section 3 below. The Escambia County Property Appraiser Parcel Id is 04-2S-30-5201-000-000.
2. The Department, in consideration for and as a condition without which this License would not be granted, will not take enforcement action for cleanup or for cost recovery against Escambia County where pollutants have migrated from sources outside of the property provided that Escambia County did not cause, contribute to, or exacerbate the release or discharge; the person causing the release is not contractually related to Escambia County; and Escambia County is not alternatively liable as a generator or transporter, or as owner/operator of the source. This policy extends to the adjacent property owner's (i.e., the contaminated non-source property owner) successors and lenders. See §376.308, Florida Statutes.
3. This License is to be used for the following approved activities that may be performed by the Department, its agents or contractors:
 - a. The installation and sampling of monitor wells to characterize groundwater quality in accordance with the Department's QAPP related to the property and dated March 19, 2012 (the "QAPP"); and
 - b. The collection of soil samples to determine the site specific conditions of soils present on the property in accordance with the QAPP (collectively, the "Activities").

Escambia County may allow the Department to perform additional activities under this License if those activities are pre-approved in writing by Escambia County. All Activities shall be undertaken in full compliance with applicable rules, laws and Department policies and shall be performed consistent with appropriate practices of due care and caution.

4. Upon the earlier of: a) the termination of this License or b) completion of the Activities, the Department, its agents or contractors will restore the property as near as practicable to its condition immediately prior to the commencement of the Activities.
5. The granting of this License by Escambia County is not intended, nor shall it be construed, as an admission of liability on the part of Escambia County or Escambia County's successors and assigns for any contamination discovered on or beneath the property.

6. The Department, its agents or contractors may enter the property upon reasonable notice during normal business hours, and hereby agree to not disturb normal business operations of Escambia County. For purposes of this License, "reasonable notice" shall be in the form of a writing from the Department provided to Escambia County five (5) business days prior to all access events. The Department, its agents and contractors shall allow Escambia County or its agents or contractors to observe all Activities performed under this License and collect split samples if requested.
7. Escambia County shall not be liable for any injury, damage or loss on the property suffered by the Department, its agents or employees which is not caused by the negligence or intentional acts of Escambia County's agents or employees.
8. The Department hereby acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property and will indemnify, defend and hold Escambia County harmless for any such damages to the maximum extent permitted by law.
9. Should the Department utilize a contractor ("Contractor") for performance of the Activities permitted under this License, the Department shall require that:
 - a. All Contractors release, defend, indemnify and hold harmless Escambia County, its agents, contractors, employees and assigns, from all claims relating to costs, damages or liability, including bodily injury, property damage or harm to the environment, caused by or relating to the activities of Contractor while on or about the property; and
 - b. All Contractors maintain the following minimum insurance coverages:

Workers' Compensation

Coverage A	Statutory (\$1,000,000 minimum)
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occ. Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$2,000,000
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Commercial General Liability

Bodily Injury/Property Damage \$5,000,000 each occurrence
Combined - Single Limit \$10,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Escambia County. The fact that insurance is obtained by Contractor shall not release or diminish the liability of Contractor, including liability under the indemnity provisions of this License. Contractor agrees to waive any and all rights of subrogation it may have against Escambia County by virtue of any claims that may arise as a result of the Services, and all policies of insurance herein, except for Errors and Omissions Insurance, shall be so endorsed. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the requirements in this Section 9 shall be furnished by Contractor to Escambia County before commencing activities under this License, and provide for not less than thirty (30) days prior notice to Escambia County of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

- a. Escambia County and its affiliates shall be shown as an additional insured on all policies except the Workers' Compensation policy;
 - b. The insurance carrier shall provide a waiver of subrogation in favor of Escambia County, with the sole exception being the Errors and Omissions Policy;
 - c. Coverage must be provided for Products/Completed Operations;
 - d. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability.
10. Escambia County authorizes the Department to act as its agent in signing DEP Form 62-532.900(1) F.A.C. for the purpose of obtaining applicable permits related to the installation of monitor wells. The Department accepts responsibility under Chapter 373 Florida Statutes to maintain or properly abandon monitor wells installed pursuant to this License.
11. The Department shall provide Escambia County with copies of all reports and data related to the Activities conducted pursuant to this License.
12. The Department or its agents or contractors, shall be the "generator" of all waste material generated during the activities under this License, and shall be responsible for filing of said reports. At no time will any waste material, including purge water, be stored or disposed of on or near the property. Such material shall be immediately removed from the property by the Department or its contractors at no cost to Escambia County.
13. This License is valid for a primary Term of one (1) year from the date affixed below and shall continue in full force and effect thereafter until terminated by Escambia County or Department on thirty (30) days written notice.

14. This License shall be governed under the laws of the State of Florida, and venue shall be proper in the federal or state courts of the State of Florida in Escambia County for any action arising under the terms of this License or performance of it. The numbered paragraphs of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it. This License constitutes the entire agreement between the parties regarding access to the property.
15. In the event of a dispute arising under this License or related to activities or events contemplated hereby, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, code, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether any such costs are otherwise taxable.
16. All of the obligations, representations, and warranties of the Licensee accruing under this License shall survive the termination or expiration of the Term and any renewal or extensions hereof.

(*PLEASE SIGN NEXT PAGE*)

LICENSEE:

BOARD OF COUNTY
COMMISSIONERS, ESCAMBIA
COUNTY, FLORIDA

ATTEST Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Deputy Clerk

Date BCC Approved: _____

This document approved as to form and legal
sufficiency

Date Executed: _____

By: 
Deputy County Attorney

(Signature of Witness)

(Signature of Undersigned)

Print Name Date

Print Name Date

Agreed to and Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

(Signature of Witness)

(Signature of Undersigned)

Print Name Date

Print Name Date



March 20, 2012

Mr. Jack Fiveash
Lewis, Longman & Walker, P.A.
315 South Calhoun Street, Suite 830
Tallahassee, Florida 32301

**RE: Scope of Services and Cost Estimate
Technical Consulting Services
Former BFI/Allied Waste Transfer Station
Pensacola, Florida**

Dear Mr. Fiveash:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following proposed scope of services and cost estimate for your consideration. The services to be provided include assisting Lewis, Longman & Walker, P.A. (LLW) and the Escambia County Attorney's Office (ECAO) in the development of confidential attorney work product associated with the subsurface investigation that is to be conducted at the above referenced property by the Florida Department of Environmental Protection's (FDEP's) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Site Screening Group. Based upon the information provided, Cameron-Cole understands the specific services will include review of the FDEP's Work Plan and correspondence, oversight and documentation of field activities to be performed by the FDEP's contractor, laboratory analysis of split samples collected with the FDEP's contractor, and as-needed technical support services for review of data received.

Scope of Services

Cameron-Cole will coordinate with the FDEP's contractor to provide oversight of field activities performed on Escambia County property. Cameron-Cole will consult with LLW to determine what FDEP contractor activities are to be observed to make best use of the allocated budget. The work performed by the FDEP's contractor will be documented in field notes by Cameron-Cole and split soil and groundwater samples will be collected from all on-site sample locations. Cameron-Cole has reviewed the draft Work Plan provided for this investigation by the FDEP. The FDEP currently proposes the on-site work will include the advancement of 17 soil borings with collection of surface and subsurface soil samples for laboratory analysis and installation and sampling of seven groundwater monitoring wells. It is estimated the FDEP's field work can be completed in eight days. However, as the work is to be performed by others who will dictate the schedule, the actual time for completion of the field activities may be slightly more, or less, than estimated. In addition, the FDEP's draft Work Plan

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168
www.cameron-cole.com
S:\Completed Proposals\Proposals\2012\482-2220R



March 20, 2012
Page 3 of 3

The scope of services, as specified in Proposal Number 482-2220R (Exhibit A), dated March 20, 2012, is acknowledged by:

Signature

Date

specifies use of Contract Laboratory Program (CLP) methods for the laboratory analysis. As a cost saving measure, the laboratory analyses specified in this proposed scope of services include SW-846 or United States Environmental Protection Agency equivalent analytical methods that will be provided by a state-certified laboratory. If requested, Cameron-Cole can provide alternate pricing to use CLP analytical methods. Following completion of the of field activities, Cameron-Cole will provide as-needed professional consulting services in support of LLW and the ECAO for the review and evaluation of the data and the FDEP's final report. Cameron-Cole, its employees, and its subcontractors will not share or otherwise provide information, data, in-field analysis, commentary, opinions or other information with the FDEP, its contractors or other potentially responsible parties without the express written permission of LLW or the ECAO. Cameron-Cole acknowledges and agrees that all information arising out of this engagement, including Cameron-Cole's opinions, shall be provided to LLW or the ECAO only and that all such work product is confidential and privileged and shall not be shared with any other parties unless Cameron-Cole is specifically directed to do so by LLW or the ECAO.

The estimated Time & Materials price to complete these activities are as follows:

Field Professional Services.....	\$ 16,005.00
Laboratory Analysis†.....	\$ 17,506.50
Project Management, Technical Support with LLW.....	\$ 11,540.00
 Subtotal Technical Consulting Services.....	 \$ 45,051.50
 Indirects at 3%.....	 \$ 1,351.55
 Total Technical Consulting Services	 \$ 46,403.05

† Actual subcontractor charges will be invoiced at cost plus 10%.

The preceding cost estimate is based on Cameron-Cole's best understanding of the work to be performed. Additional charges beyond those outlined in this estimate and authorized by the client, will be invoiced in accordance with the firm's current fee schedule (attached) and any applicable subcontractor fees. Subcontractor charges will be billed at cost plus 10%.

Cameron-Cole appreciates the opportunity to provide this proposed scope of services for your consideration. Attached you will find our Environmental Services Agreement and hourly rate schedule. If you are in agreement with the proposed scope of services and cost estimate, please sign both copies of the attached agreement, acknowledge this scope of services below, return one copy of each to my attention and we will make the necessary arrangements to proceed with the work. If you have any questions, please feel free to contact our office at (850) 434-1011.

Sincerely,


David L. Cochran, P.E.
Senior Engineer


John H. Bondurant
Executive Partner

Attachments

ENVIRONMENTAL SERVICES AGREEMENT

This Agreement for the performance of Environmental Services ("ES" or "Agreement") is entered into as of the 20 day of March, 2012 by and between Cameron-Cole, LLC, a Colorado limited liability company with its principal place of business located at 5777 Central Avenue, Suite 200, Boulder, CO 80301 ("Cameron-Cole"), and Lewis, Longman, & Walker, P.A., a Florida corporation with its principal place of business located at 315 South Calhoun Street, Suite 830, Tallahassee, Florida 32301 ("Client"). The scope of services to be rendered and other terms and conditions agreed to by Cameron-Cole in the performance of the ES is set forth on Exhibit A attached hereto.

1.0 Scope of Work. The work to be performed by Cameron-Cole under this Agreement (herein referred to as the "Work") is identified in mutually agreed-to Scope of Work, attached hereto and incorporated by reference in its entirety. Cameron-Cole, directly or through subcontractors, agrees to furnish all labor necessary to perform the Work in performance with this Agreement. As used herein, the term "Client" shall collectively mean Lewis, Longman & Walker, P.A. and the Escambia County, Florida. As used herein, the term "Agreement" shall include this ES, the current Scope of Work attached hereto as Exhibit A, and any additional or modified Scope of Work documents (including change orders) that are agreed to by the parties under this ES. As used herein, the term "project site" shall mean Client's location at which the Work is performed, whether or not Client owns such location. The services, data and opinions are for the sole use of the Client, and are for a particular project, and may not be relied upon by anyone other than the Client. The data, opinions and reports are to be distributed to third parties in accordance with the terms and conditions found in the Scope of Services. During the course of our Work, the Client may seek our professional opinion regarding future performance or outcomes including but not limited to client actions or decisions, natural systems or phenomena behavior, man-made systems, designs, etc. Any expressions (solicited or otherwise) on our part concerning such possible outcomes, including our use of computer models predictions, are expressions of our best professional judgment, but are not guarantees. The services, data and opinions are perishable; i.e., that they should not be relied upon indefinitely. Client, without invalidating this Agreement, may order or request changes in the Work within the general scope of this Agreement. All such changes in the Work shall be authorized by Client by execution of a Change Order which will be attached hereto and incorporated herein in its entirety. In the event changes in the Work result in increased work, and unless otherwise negotiated by the parties, Cameron-Cole shall invoice Client for hours worked, equipment used, and materials expended in accordance with the Price List set forth on Exhibit B.

2.0 Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through December 31, 2012, unless earlier terminated in accordance with the terms of this Article 2.

2.1 This Agreement may be terminated without cause by either party upon five (5) days' written notice to the other party.

2.2 This Agreement may be terminated by either party upon forty-eight (48) hours' written notice should the other party fail to substantially perform in accordance with the terms herein through no fault of the party initiating the termination, provided that the party initiating the termination notice has given the defaulting party notice of the deficiency and shall have allowed the defaulting party a reasonable period of time to cure the default before the termination notice is issued.

2.3 In the event of termination not the fault of Cameron-Cole, Client shall compensate Cameron-Cole for all Work performed prior to termination, together with all reasonable demobilization expenses incurred by Cameron-Cole as a result of the premature termination of the Work.

3.0 Independent Consultant. Cameron-Cole is, and shall be, an independent consultant in the performance of the ES, maintaining complete control of its employees and operations. Neither Cameron-Cole, nor anyone employed by Cameron-Cole, shall be the agent, representative, employee, or servant of Client in the performance of the ES. Cameron-Cole shall pay all its taxes arising from the Work performed hereunder.

4.0 Client Responsibilities. Client shall provide to Cameron-Cole:

- 4.1** all available information relating to the ES, including all studies, reports, drawings, specifications, schedules, correspondence, and other data pertinent to the project (including reproducible floor plans or site plans);
- 4.2** reimbursement for all federal state, and local hazardous waste disposal, sales, use, gross receipts, franchise, personal property transfer taxes, or other taxes and permit fees as may be applicable to the transactions contemplated by this Agreement. Client shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the Work to be performed.
- 4.2** access to the property, building, and/or project site, including all areas within such buildings or locations; and
- 4.3** designation of representative or contact knowledgeable of existing property conditions.

5.0 Warranty. Cameron-Cole warrants that it will perform the ES in accordance with the standard of care and diligence normally practiced by recognized environmental firms in performing services of a similar nature under similar circumstances. In the event of non-fulfillment of the foregoing warranty, Cameron-Cole shall promptly re-perform at Client's written request made at any time within a one (1) year period after Client's acceptance (by use) of the services, such corrective services (within the original scope of Cameron-Cole's services) as may be necessary to conform to the foregoing warranty. Client's failure to allow Cameron-Cole to promptly perform such corrective services as Cameron-Cole may deem appropriate shall relieve Cameron-Cole of its warranty obligation relative to the subject of such service. All warranties made by Cameron-Cole in connection with the ES and Client's sole and exclusive remedies with respect to non-fulfillment thereof, are limited to those set forth in this Section 5.0. Cameron-Cole makes no other warranties or guarantees, express or implied.

6.0 Work Product. The ES report and any notes, diagrams, maps, or other documents produced by Cameron-Cole pursuant to this Agreement (the "Work Product") are produced for the sole and exclusive benefit of Client. Cameron-Cole makes no warranty of the Work Product except for the use of Client. In the event that Client provides the Work Product to a third party or a third party obtains possession of the Work Product by some other means, such third party may not rely on any information, facts, or opinions contained in the Work Product, and Cameron-Cole is not liable for any such third party's reliance, regardless of the circumstances relating thereto.

7.0 Limitation of Liability. In recognition of the relative risks and benefits of the project to both the Client and Cameron-Cole, the Client agrees that, to the fullest extent permitted by law, the total liability, in the aggregate, of Cameron-Cole and that of Cameron-Cole's officers, directors, partners,

members, employees and sub-consultants to the Client and anyone claiming by or through the Client shall not exceed the scope and limits of Cameron-Cole's applicable insurance coverage(s) available at the time of the claim for: any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to the Work or this Agreement from any cause or causes whether in law or equity, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract, or express or implied warranty of Cameron-Cole or Cameron-Cole's officers, directors, partners, members, employees, agents. In no event shall Cameron-Cole be liable in contract or tort or otherwise, to Client or to Client's insurers for any lost, delayed, or diminished profits, revenues, or opportunities, losses by reason of shutdown or inability to utilize or complete the project, or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from Cameron-Cole's performance or failure to perform the ES.

Notwithstanding anything herein to the contrary, the parties hereto (including Escambia County), their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Except as otherwise capped by the language of this Section 7.0, the parties agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties and nothing herein shall be construed as consent by the party to be sued by third parties in any matter arising out of this Agreement.

The provisions of this section shall survive the expiration, cancellation, or termination of this Agreement.

8.0 Indemnification. Subject to the limitation of liability set forth in Section 7 above, Cameron-Cole shall indemnify, defend, and hold harmless Client, its employees, officers, and agents from and against all claims, damages, losses, costs, and expense (including reasonable attorneys' fees) on account of bodily injury to or death of any person or for damage to or destruction of physical property, to the extent such damage or injury arises out of or results from, in whole or in part, the negligent or willful acts or omissions of Cameron-Cole, its employees, officers, agents, representatives, or contractors.

In the event that any damages, losses, costs, and expense result from both the negligent or willful acts or omissions of Client and Cameron-Cole, each party shall indemnify the other to the extent allowed by law and to the extent that such party's degree of negligence or willful conduct exceeds that of the other party.

9.0 Insurance. Cameron-Cole shall maintain at its expense, during the term of this Agreement, the minimum insurance coverages set forth below:

<u>COVERAGE</u>	<u>LIMITS</u>
a) Worker's Compensation	Statutory
b) Employer's Liability	\$1,000,000 each occurrence
c) General Liability	\$2,000,000 General Aggregate; \$2,000,000 Each Occurrence
d) Automobile Liability	\$2,000,000 combined single limit
e) Environmental Protection Insurance Coverage Package	

The provision of insurance as set forth herein shall not be construed as Cameron-Cole's assumption of any liability arising out of any negligence by Client. A certificate of insurance is available upon request. Cameron-Cole shall maintain the minimum insurance coverages set forth in this paragraph; provided, however, that such insurance continues to be available to Cameron-Cole upon such terms and at such commercial rates as Cameron-Cole, in its discretion, deems reasonable. If such insurance is not reasonably available to Cameron-Cole, Cameron-Cole shall promptly notify Client in writing of that fact and state the reasons therefore, and Cameron-Cole and Client will address and agree to an acceptable alternative. Cameron-Cole shall notify and work with Client to find an agreeable alternative well in advance of the expiration of the policy. In no event shall Cameron-Cole allow a policy to lapse or expire prior to an agreement with Client on an alternative.

10.0 Payment Terms. The full amount of the fees charged for the performance of the ES will be remitted to Cameron-Cole within five (5) business days of receipt of Escambia County's payment for those services. Cameron-Cole may, in its sole discretion, withhold any final report until payment is received in full. Cameron-Cole shall be entitled to recover all reasonable attorneys' fees and other expenses incurred in the collection of overdue balances. So long as Client is in good standing and has paid all Cameron-Cole invoices in a timely manner, Client will be billed in accordance with the Price List. Invoices setting forth the charges incurred will be submitted on a monthly basis to Client for payment; provided, however, that in the event of special circumstances necessitating the submittal of invoices more frequently than once a month, such circumstances and the frequency of invoicing will be set forth on the Scope of Work or purchase or work order, as applicable. All invoices shall be sent to Client at: 315 South Calhoun Street, Suite 830, Tallahassee, Florida 32301. Jack Fiveash has the authority on behalf of Client to approve all invoices. Client shall, within fifteen (15) calendar days of invoice receipt, communicate in writing to Cameron-Cole any invoice errors, discrepancies or disputes. If such communication is not made within this 15-day period, the invoice will be deemed to be approved and shall be paid pursuant to the terms above. If an error, discrepancy, or dispute is identified, then the parties will endeavor to resolve same within fifteen (15) days. If no resolution is made within this time frame, the disputed amount will be excepted from the total invoice amount, the non-disputed amount shall be paid, and the parties will resolve the dispute by arbitration. Any additional services requested not covered by the Scope of Work set forth on Exhibit A will be billed in accordance with Cameron-Cole's standard hourly rate sheet set forth on Exhibit B.

11.0 RCRA Compliance. Nothing contained within this Agreement shall be construed or interpreted as requiring Cameron-Cole to assume the status of "Generator," as that term appears within the Resource Conservation and Recovery Act, 42 USCA, Section 6901, *et seq.*, as amended, (hereinafter "RCRA") or within any state statute governing the treatment, storage and disposal of waste. Client shall assume the responsibility for compliance with the provisions of RCRA and any state statute or regulation as such shall apply to "Generators." Disposal of waste generated by Cameron-Cole during the performance of its Work will be arranged and contracted independently by the Client.

12.0 No Third-Party Beneficiaries. This Agreement is between the parties hereto and shall not confer any rights upon third parties.

13.0 Arbitration. For disputes not involving Cameron-Cole's insurance, the Parties agree to make a good faith effort to informally resolve any dispute before submitting the dispute to be resolved in accordance with the following procedures ("Procedures").

13.1 The party claiming to be aggrieved ("Claimant") shall furnish to the other a written statement of the grievance, all persons whose testimony would support the grievance, and the relief requested or proposed. The written statements must be delivered to the other party within the time limits for bringing an administrative or court action based on that claim.

13.2 If the other party does not agree to furnish the relief requested or proposed, or otherwise does not satisfy the demand of the Claimant within 30 days and the Claimant wishes to pursue the issue, the Claimant shall give notice to the other of the Claimant's demand that the dispute be submitted to non-binding mediation before a mediator jointly selected by the parties or, if the parties cannot agree on a mediator, selected from a list provided by the American Arbitration Association. Such mediation should occur within 90 days of the demand for mediation.

13.3 If the dispute is not resolved in mediation, the Claimant shall request arbitration of the dispute by giving written notice to the other party within 30 days after the later of the date the mediation is concluded or the ninety-first day after the period for having the medication has expired. The parties will attempt to agree on a mutually acceptable arbitrator and, if no agreement is reached, the parties will request a list of nine arbitrators from the American Arbitration Association or such other arbitration firms as agreed and select by alternately striking names. The arbitration will be conducted consistent with American Arbitration Association's National Rules for Resolution of Employment Disputes ("Rules") that are in effect at the time of the arbitration. If there is any conflict between those Rules and the Procedures, the Procedures will govern. The arbitrator shall have authority to decide whether the conduct complained of under Section A above violates the legal rights of the parties. In any such arbitration proceeding, any hearing must be transcribed by a certified court reporter and any decision must be supported by written findings of fact and conclusions of law. If the arbitrator finds that the mediation did not occur because a party unreasonably failed either to cooperate in scheduling or to participate in the mediation, the arbitrator may find that the party waived its claim or defense and find against that party on that basis alone. The arbitrator's findings of fact must be supported by substantial evidence on the record as a whole, and the conclusions of law and any remedy must be provided for by and consistent with the laws of Florida and federal law. The arbitrator shall have no authority to add to, modify, change or disregard any lawful term of the Agreement. The Parties will pay the arbitrator's fee. Any award that may result from such arbitration, maybe confirmed into a judgment from a court and enforced in accordance with applicable law. The decision in the arbitration proceeding shall be final and binding and shall not be subject to appeal. The arbitrator shall award attorneys' fees and expert witness fees to the prevailing party on any claim. The arbitrator or arbitrators may award injunctive relief, but shall have no authority or jurisdiction to award punitive or exemplary damages, or treble damages which may be claimed under any legal theory. In connection with this agreement to resolve any dispute by arbitration, the parties submit to personal jurisdiction in Pensacola, FL.

14.0 Excuse of Performance. The performance of this Agreement, except for the payment of money for services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of either party. Such causes shall include, but not be limited to, acts of God, natural disaster, war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, supplies, labor, or transportation facilities; governmental laws, regulations, requirements, orders, or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout, or injunction ("Force Majeure") (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party requesting suspension or delay of Work for a Force Majeure event as provided for herein will be required to provide the other party with written notice of such request within fifteen (15) days of discovery of such Force Majeure event, and will use its best efforts to cure the delay or suspension. In the event of such a Force Majeure event, the time for performance or cure may by mutual agreement be extended for a period equal to the duration of the Force Majeure event but not in excess of six (6) months.

15.0 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

16.0 Entire Agreement. This Agreement constitutes the entire Agreement between Cameron-Cole and Client. All previous representations relative hereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on either party unless it shall be in writing and signed by an authorized officer. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

This Agreement shall not be effective until signed by both parties.

CLIENT: LEWIS, LONGMAN, & WALKER, P.A.

CAMERON-COLE, LLC

By: _____

By: John H. Bondurant

Printed Name

John H. Bondurant

Title

Executive Partner

Date

03/20/12

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3517

County Administrator's Report 17. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Refinancing of the 2002 Tourist Development Revenue Bonds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Refinancing of the 2002 Tourist Development Revenue Bonds - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt a Resolution (the "2012 Resolution") authorizing the issuance and sale of not exceeding \$8,500,000 Escambia County, Florida, Tourist Development Refunding Revenue Note, Series 2012 (the "2012 Note"), which the "2012 Resolution" approves the bank loan and issuance of the "2012 Note," and approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the "2012 Note."

(RESOLUTION TO BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

The proposed 2012 Note is to be issued to evidence a bank loan for the purpose of refinancing all of the remaining outstanding Tourist Development Refunding Revenue Bonds, Series 2002 (the "Refunded 2002 Bonds"). The proposed refinancing will yield net present value savings in excess of \$850,000 or 10.3% while keeping the term of the loan the same. This loan will be paid off in 2018.

The County's financial advisor solicited proposals from area banks to provide the financing for the refunding. The County's Financial Advisor and staff are recommending the proposal (the "Proposal") of the Lender, Bank of America which had the lowest overall interest rate of the all the proposers. This rate is currently 1.77% but may fluctuate slightly prior to closing. The 2012 Note is my covenant to budget and appropriate.

BUDGETARY IMPACT:

This refinancing will yield net present value savings of more than \$850,000 through the remaining life of the loan.

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2012 Resolution and its attachment have been prepared by McGuireWoods LLP, the County's Bond Counsel, and have been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3393

County Administrator's Report 17. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: SR 292 (Perdido Key Drive) – Transfer Project from Escambia County to Florida Department of Transportation

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning SR 292 (Perdido Key Drive) – Transfer Project from Escambia County to Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of the State Road (SR) 292 (Perdido Key Drive) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

- A. Approve the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida;
- B. Approve the State of Florida Department of Transportation Assignment Agreement;
- C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;
- D. Approve the Memorandum of Agreement for Project #421011-1-28-01; and
- E. Adopt the Resolution authorizing the Chairman to sign the Amendment to Transportation Regional Incentive Program (TRIP) Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, and the Memorandum of Agreement for Project # 421011-1-28-01.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56301, Project #06EN0552; Fund 152 "Southwest Sector," Accounts 110269/56301, Project #08EN0662; and Fund 152, "Sorrento TRIP Program," Accounts 210507/56301, Project #08EN0662]

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on May 11, 2006, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 292 (Perdido Key Drive) from the Alabama State Line to Innerarity Road (including the

Intercoastal Waterway Bridge).

Escambia County and Atkins North America, Inc. (formerly known as Post, Buckley, Schuh & Jernigan, Inc.), entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 292 (Perdido Key Drive).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Atkins North America, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements.

BACKGROUND:

Escambia County and the Florida Department of Transportation (FDOT) entered into a Transportation Regional Incentive Program (TRIP) Agreement on May 11, 2006, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 292 (Perdido Key Drive) from the Alabama State Line to Innerarity Road (including the Intercoastal Waterway Bridge).

Escambia County and Atkins North America, Inc. (formerly known as Post, Buckley, Schuh & Jernigan, Inc.) entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 292 (Perdido Key Drive).

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Atkins North America, Inc. from Escambia County to FDOT, essentially reversing the Contract Agreements.

BUDGETARY IMPACT:

Funding Source: Fund 352 "LOST III", Account 210107/56301, Project #06EN0552, Fund 152 "Southwest Sector", Account 110269/56301, Project #08EN0662 and Fund 152 "Sorrento TRIP Program", Account 210507/56301, Project #08EN0662.

Escambia County will, within fourteen days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of \$217, 724 for full payment of the County's 50% share of the estimated project cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Amendment to the TRIP Agreement by and between State of Florida Department of Transportation and Escambia County, the State of Florida Department of Transportation Assignment Agreement, the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, the Memorandum of Agreement for Project # 421011-1-28-01, and the Resolution as to form and legal sufficiency on November 6, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign four original copies of the Amendment to the TRIP Agreement, the Transportation Assignment Agreement, the Locally Funded Agreement, and the Memorandum of Agreement. The Clerk's office will then need to certify four copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the four signed original copies of all Agreements and four certified copies of the Resolution to FDOT for final signatures and for their files.

Attachments

Amendment to TRIP

Assignment Agreement

Locally Funded Agreement

Memorandum of Agreement

Resolution

**AMENDMENT TO
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT
BY AND BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA**

This Amendment to Agreement made and effective this ____ day of November, 2012 by and between State of Florida, Department of Transportation (“DEPARTMENT”) and Escambia County, Florida (“COUNTY”).

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (the “TRIP”) on May 11, 2006, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR292 (Perdido Key Drive) from the Alabama State Line to Innerarity Road (including the ICWW Bridge).
2. The parties desire to amend the TRIP.

NOW, THEREFORE, the parties hereto agree as follows:

3. The recitals in paragraphs 1 and 2 above are true and incorporated into this agreement by reference.
4. With respect to the PROJECT described in the TRIP, DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY on and after the day, month and year set forth above.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the TRIP to be executed in its behalf by the Chair of the Board of County Commissioners, or authorized designee, as authorized by Resolution Number _____, and the DEPARTMENT has caused this Amendment to be executed in its behalf through its District Secretary or authorized designee.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

Date: _____

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency:
By: [Signature] 11/16/12
Title: ACA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

Office of the General Counsel

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT**

Assignment and Amendment for the Agreement to perform PD&E services on SR 292 (Perdido Key Drive) from the Alabama State Line to the intersection of Innerarity Point Road/Gulf Beach Highway in Escambia County dated October 16, 2006.

Hereinafter known as Contract #AOD36

Financial Project I.D. 421011-1-28-01

Vendor No. 596000598039

This Agreement of Assignment made and effective this ____ day of November, 2012, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), Atkins North America, Inc. formerly known as Post, Buckley, Schuh & Jernigan, Inc., which did business as PBS&J ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on May 11, 2006, which was subsequently amended by the parties) to perform a PD&E Study of SR 292 (Perdido Key Drive) from the Alabama State Line to the intersection of Innerarity Point Road/Gulf Beach Highway (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated October 16, 2006, which was subsequently amended, to perform these PD&E services for the PROJECT.
3. Interests in the TRIP is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

NOW, THEREFORE, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the

effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number AOD36 for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to \$217,724.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ASSIGNOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

Date: _____

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency:

By: Edmund Holt
Title: 11/6/12

ASSIGNEE:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Attest: _____
Executive Secretary (Seal)

Legal Review:

Office of the General Counsel

CONSULTANT:

ATKINS NORTH AMERICA, INC.

By: _____
Name: _____
Its: _____

Date: _____

Attest: _____
Secretary/Assistant Secretary

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project # 421011-1-28-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Transportation Regional Incentive Program Agreement (hereinafter "the TRIP") on May 11, 2006, which was subsequently amended by the parties, to perform a PD&E Study of SR 292 (Perdido Key Drive) from the Alabama State Line to the intersection of Innerarity Point Road/Gulf Beach Highway (the "PROJECT").
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the TRIP so that DEPARTMENT shall have no obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the TRIP.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing PD & E Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing 50% of the PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, "F.S.," and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT furnish the DEPARTMENT an advance deposit in the amount of **Two Hundred Seventeen Thousand, Seven Hundred Twenty-four and 00/100 DOLLARS (\$217,724)** for full payment of COUNTY's 50% share of the estimated cost of the PROJECT. The advance deposit shall be the COUNTY's 50% share of the total estimated cost of the PROJECT. The DEPARTMENT may utilize this advance deposit for payment of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph two (2). The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish funds as provided for in paragraph.
9. Should PROJECT modifications or changes occur that increase the COUNTY'S share of total

PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund COUNTY'S 50% share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for the PROJECT during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S.

10. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of COUNTY'S 50% share of total PROJECT costs pursuant to the terms of this AGREEMENT is less than the advance deposit plus any accrued interest, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

11. In the event the final accounting of COUNTY'S 50% share of total project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

12. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

13. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:
Escambia County
Public Works Department / Engineering Division
Attn: Joy D. Blackmon, P.E.
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Program Development Manager
1074 Highway 90
Chipley, Florida 32428

14. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter

into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

16. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

17. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

18. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

19. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

20. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the date of this AGREEMENT.

---Intentionally left blank---

IN WITNESS WHEREOF, the COUNTY and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Wilson B. Robertson, Chairman

By: _____
James T. Barfield, P.E.
District Secretary, District Three

Date: _____

Date: _____

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Attest: _____
Executive Secretary (SEAL)

_____(SEAL)
Deputy Clerk

Approved as to form and legal sufficiency:

Legal Review:

By: K. K. K. _____

Office of the General Counsel

Title: ACH _____

Date: 11/6/12 _____

Date: _____

MEMORANDUM OF AGREEMENT

PROJECT # 421011-1-28-01

This Agreement is made and entered into on _____, 2012, by and between the State of Florida, Department of Transportation, hereinafter referred to as DEPARTMENT, the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as TREASURY, and Escambia County, hereinafter referred to as the COUNTY.

RECITALS

- 1 The DEPARTMENT is currently administering the following project:
Financial Project Number: 421011-1-28-01
County: Escambia

hereinafter referred to as the PROJECT.

2. The DEPARTMENT and the COUNTY entered into a Locally Funded Agreement, hereinafter referred to as LFA, dated _____, 2012, wherein DEPARTMENT is undertaking a project related to SR292 (Perdido Key Drive) from the Alabama State Line to the intersection of Innerarity Point Road/Gulf Beach Highway and COUNTY has agreed to share in 50% of the PROJECT costs until completion of the PROJECT.
3. The parties to this Agreement mutually agree that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT by the DEPARTMENT.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties incorporate into their agreement the recitals in the foregoing paragraphs and agree to the following:

4. An initial deposit in the amount of **Two Hundred Seventeen Thousand, Seven Hundred Twenty-four and 00/100 DOLLARS (\$217,724)** shall be made by the COUNTY into an interest bearing escrow account established by the DEPARTMENT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

5. Other deposits may be made by the COUNTY as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

6. Payment will be made as follows (check appropriate payment method):

Wire transfer
 ACH deposit
 Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #421011-1-28-01

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #421011-1-28-01

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to DEPARTMENT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the COUNTY to mail the District Office a copy of the check.

7. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

8. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT as defined in the LFA.

9. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.

10. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 292 (PERDIDO KEY DRIVE) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT TO TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT BY AND BETWEEN STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA, COUNTY FLORIDA; THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT; THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY; AND THE MEMORANDUM OF AGREEMENT FOR PROJECT 421011-1-28-01; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 292 (Perdido Key Drive) from the Alabama State line to the intersection of Innerarity Point Road/Gulf Beach Highway, FPID 421011-1-28-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$217,724 for full payment of the County's 50% share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 292 (Perdido Key Drive) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the Amendment to the Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida; the State of Florida Department of Transportation Assignment Agreement; the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County; and the Memorandum of Agreement for Project # 421011-1-28-01.

SECTION 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACH

Date: 11/6/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3528

County Administrator's Report 17. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/15/2012

Issue: Public Official Bonds - Commissioners Robertson, May, and Barry

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Official Bonds for Commissioners Robertson, May, and Barry - Larry M. Newsom, Acting County Administrator

That the Board approve the following Public Officials Bonds through Fisher-Brown Bottrell Insurance, Inc., as bond agent, and as outlined in Florida Statute 137.04, to be signed by the Chairman and Board of Commissioners and filed with the Clerk of the Circuit Court's Office:

A. Commissioner Wilson B. Robertson, District 1, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8900438, effective November 20, 2012, to November 21, 2016;

B. Commissioner Lumon J. May, District 3, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8959786, effective November 20, 2012, to November 21, 2016; and

C. Commissioner Steven L. Barry, District 5, \$2,000 Fidelity and Deposit Company of Maryland, Bond Number POB8959787, effective November 20, 2012, to November 21, 2016.

[Funds for the cost of these Bonds are budgeted under Risk Management in Cost Center 140835, Object Code 54501]

BACKGROUND:

See attached.

BUDGETARY IMPACT:

Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

These bonds are in compliance with Florida Statute 137.04 and the request of the Florida Department of State, Division of Elections.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Public Official Bond form, as prepared by the Division of Elections, requires the approval and execution on behalf of the Board of County Commissioners prior to submission to the State.

IMPLEMENTATION/COORDINATION:

The Public Official Bonds, along with the Oaths of Office/Acceptance (Form DS-DE 56) and checks for the \$10 Commission fee must be submitted to the Division of Elections prior to the issuance of the Commission.

Attachments

Public Official Bonds

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

Bond No.: POB8900438

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Wilson B. Robertson
(Official's Name)
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the
sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official
Board of County Commissioners,
was elected appointed Escambia County, District 1
(Name of Office)
to hold this office for
a term beginning November 20, 2012 and ending November 21, 2016 and until his/her
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office
as provided by law, this obligation is void.


(Signature of Official) Wilson B. Robertson

Signed and Sealed this 7th day of November, 20 12.

1400 American Lane, Tower I, 19th Floor, Schaumburg,
IL 60196-1056
(Address of Main Surety Company)

Fisher Brown Bottrell Insurance, Inc.
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

The above is approved this _____ day of _____, 20____
by: _____
County Commissioners

Chairman: _____

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT, all of Pensacola, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswald BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

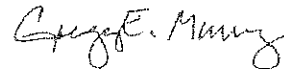
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 7th day of November, 2012.



Assistant Secretary

Name of Agent: Fisher Brown Insurance, Inc.



Fidelity and Deposit Company of Maryland Colonial American Casualty and Surety Company

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. POB8959786

Application for Bond On Behalf of Public Officials

1. Name of applicant (s): Lumon J. May
2. Address: HOME: 1525 North 'J' Street, Pensacola, FL 32501
3. Telephone No. (850) 433-7319 SSN: XXXXXXXXXX
4. Business/Occupation: Board of County Commissioners, Escambia County, FL - District 3
5. Total assets: \$ _____ Total liabilities: \$ _____ Annual income: \$ _____
6. Amount of Bond: \$2,000 Effective date: November 20, 2012
7. Were you elected or appointed? Term begins November 20, 2012 Term Ends November 21, 2016
8. Name and Address of Obligee: Governor of the State of Florida, Secretary of State, Division of Elections
500 South Bronough Street, Room 316, Tallahassee, FL 32399-0250
9. Have you previously occupied this position? No When? _____
10. Approximate amount of funds handled by you during year: \$ _____
11. Largest amount at one time under your control \$ _____ How long? _____
12. Under what authority are depositories selected? _____
13. Are funds withdrawn from depositories by _____ check or _____ warrant of applicant?
14. Is countersignature required for withdrawal? _____ By _____
15. To whom and how often do you report receipts and disbursements? _____
16. By whom are your accounts audited and at what intervals? _____
17. Do you collect taxes? No Are you liable for uncollected taxes? _____
18. How are you relieved of such liability? _____

The undersigned applicant hereby represents that all answers and statements made herein are true, and should the Fidelity and Deposit Company of Maryland (hereinafter called Company), its successors and assigns, execute said bond and any renewals, continuations, extensions or increases thereof, hereby agrees as follows: **FIRST:** To pay the Company in advance the premium for the first year and to pay in advance any renewal or additional premium, which are provided for by Company rates until the Company is provided with evidence it is released from all liability on said bond; **SECOND:** to indemnify the Company against all loss, liability, costs, damages, attorney's fees and any other expenses which the Company might incur or sustain by reason of executing said bond, making an investigation on account thereof, in prosecuting or defending an action thereon, in obtaining a release therefrom, and enforcing this Agreement; **THIRD:** the Company shall have the right and authorized, but not required, to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company litigate such demand or claim or defend such suit or appeal from such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; **FOURTH:** that in the event of payment, settlement, or compromise, in good faith, made as indicated herein, an itemized statement thereof, sworn to by any officer of the Company or the vouchers or other evidence of payment shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit thereunder; **FIFTH:** the Company shall have the absolute right to cancel the bond pursuant to a cancellation clause in the bond or procure its release from said bond under any law governing same and the Company is hereby released from any damage that might be sustained by reason of such cancellation or release; **SIXTH:** this obligation shall be for the benefit of any company or companies which assume coinsurance on such bond; **SEVENTH:** if the bond herein applied for is on behalf of two or more principals, then it is agreed and understood that the indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is by judicial decree or otherwise freed of liability in the cause in which the bond herein applied for is required; **EIGHTH:** this agreement shall be binding upon the undersigned and each of them whether signing as an applicant or indemnitor, jointly and severally, and upon their heirs, administrators, executors, successors and assigns, and shall be liberally construed against the undersigned.

Signed, sealed and dated this 8th day of November, 2012

Witness: Ingeles Crowley

Lumon J. May
Applicant/Principal Lumon J. May

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

Bond No.: POB8959786

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Lumon J. May
(Official's Name)
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the
sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official
Board of County Commissioners,
was elected appointed Escambia County, District 3
(Name of Office)
to hold this office for
a term beginning November 20, 2012 and ending November 21, 2016 and until his/her
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office
as provided by law, this obligation is void.

X 
(Signature of Official) Lumon J. May

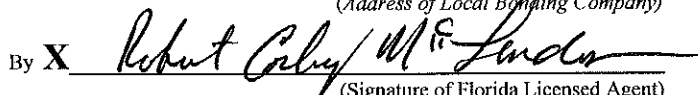
Signed and Sealed this 7th day of November, 20 12.

1400 American Lane, Tower I, 19th Floor, Schaumburg,
IL 60196-1056
(Address of Main Surety Company)

Fisher Brown Bottrell Insurance, Inc.
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT, all of Pensacola, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswald BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

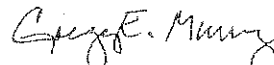
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 7th day of November, 2012.



Assistant Secretary

Name of Agent: Fisher Brown Insurance, Inc.



Fidelity and Deposit Company of Maryland Colonial American Casualty and Surety Company

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. POB8959787

Application for Bond On Behalf of Public Officials

1. Name of applicant (s): Steven L. Barry
2. Address: HOME: 10975 Country Ostrich DRIVE, Pensacola, FL 32534
3. Telephone No. (850) 341-2424 SSN: _____
4. Business/Occupation: Board of County Commissioners, Escambia County, FL - District 5
5. Total assets: \$ _____ Total liabilities: \$ _____ Annual income: \$ _____
6. Amount of Bond: \$2,000 Effective date: November 20, 2012
7. Were you elected or appointed? Term begins November 20, 2012 Term Ends November 21, 2016
8. Name and Address of Oblige: Governor of the State of Florida, Secretary of State, Division of Elections
500 South Bronough Street, Room 316, Tallahassee, FL 32399-0250
9. Have you previously occupied this position? No When? _____
10. Approximate amount of funds handled by you during year: \$ _____
11. Largest amount at one time under your control \$ _____ How long? _____
12. Under what authority are depositories selected? _____
13. Are funds withdrawn from depositories by _____ check or _____ warrant of applicant?
14. Is countersignature required for withdrawal? _____ By _____
15. To whom and how often do you report receipts and disbursements? _____
16. By whom are your accounts audited and at what intervals? _____
17. Do you collect taxes? No Are you liable for uncollected taxes? _____
18. How are you relieved of such liability _____

The undersigned applicant hereby represents that all answers and statements made herein are true, and should the Fidelity and Deposit Company of Maryland (hereinafter called Company), its successors and assigns, execute said bond and any renewals, continuations, extensions or increases thereof, hereby agrees as follows: **FIRST:** To pay the Company in advance the premium for the first year and to pay in advance any renewal or additional premium, which are provided for by Company rates until the Company is provided with evidence it is released from all liability on said bond; **SECOND:** to indemnify the Company against all loss, liability, costs, damages, attorney's fees and any other expenses which the Company might incur or sustain by reason of executing said bond, making an investigation on account thereof, in prosecuting or defending an action thereon, in obtaining a release therefrom, and enforcing this Agreement; **THIRD:** the Company shall have the right and authorized, but not required, to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company litigate such demand or claim or defend such suit or appeal from such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; **FOURTH:** that in the event of payment, settlement, or compromise, in good faith, made as indicated herein, an itemized statement thereof, sworn to by any officer of the Company or the vouchers or other evidence of payment shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit thereunder; **FIFTH:** the Company shall have the absolute right to cancel the bond pursuant to a cancellation clause in the bond or procure its release from said bond under any law governing same and the Company is hereby released from any damage that might be sustained by reason of such cancellation or release; **SIXTH:** this obligation shall be for the benefit of any company or companies which assume coinsurance on such bond; **SEVENTH:** if the bond herein applied for is on behalf of two or more principals, then it is agreed and understood that the indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is by judicial decree or otherwise freed of liability in the cause in which the bond herein applied for is required; **EIGHTH:** this agreement shall be binding upon the undersigned and each of them whether signing as an applicant or indemnitor, jointly and severally, and upon their heirs, administrators, executors, successors and assigns, and shall be liberally construed against the undersigned.

Signed, sealed and dated this 8th day of November, 2012

Witness: Ingeles Crowley

Steven L. Barry
Applicant/Principal Steven L. Barry

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond


Bond No.: POB8959787

County of Escambia

KNOW ALL MEN BY THESE PRESENTS, That we, Steven L. Barry
(Official's Name)
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of \$ 2,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official Board of County Commissioners, was elected appointed Escambia County, District 5
(Name of Office) to hold this office for a term beginning November 20, 2012 and ending November 21, 2016 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

X 
(Signature of Official) Steven L. Barry

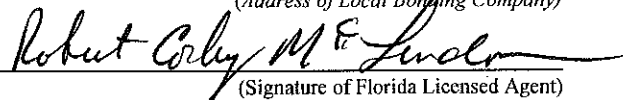
Signed and Sealed this 7th day of November, 20 12.

1400 American Lane, Tower I, 19th Floor, Schaumburg,
IL 60196-1056 *(Address of Main Surety Company)*

Fisher Brown Bottrell Insurance, Inc.
(Name of Local Bonding Company)

P.O. Box 711, Pensacola, FL 32591-0711
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

A174006
(Florida Licensed Agent Number)

Robert Corley McLendon
(Type Name of Florida License Agent)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT, all of Pensacola, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswald BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

David S. Hewett

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lewis Donald RUSHING, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON and Michael David RAIDT, all of Pensacola, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Lewis Donald RUSHING, Gilbert Oswald BENNETT, Alan Douglas MOORE, Robert Harris DIXON, Robert Corley MCLENDON, dated April 23, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

By:

David S. Hewett

David S. Hewett Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3471

County Administrator's Report 17. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/15/2012

Issue: Appointment to the Escambia County Value Adjustment Board

From: Larry M. Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Value Adjustment Board - Larry M. Newsom, Acting County Administrator

That the Board take the following action concerning an appointment to the Escambia County Value Adjustment Board:

A. Appoint Annie T. Walker, to serve a one-year term, effective November 15, 2012, through November 14, 2013;

OR

B. Appoint Kevin W. White, to serve a one-year term, effective November 21, 2012, through November 20, 2013.

BACKGROUND:

Ms. Annie T. Walker has expressed her desire to serve on the VAB. Her Resume is provided for review.

Kevin W. White has also expressed his desire to serve when his term as an Escambia County Commissioner ends. His Resume will be distributed under separate cover for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Annie T. Walker's Resume

Kevin W. White's Resume

ANNIE T. WALKER
703 Pinestead Rd
Pensacola, Florida 32505
(850-477/9255/206-2762)

SUMMARY

An administrative assistant, diversity champion and diversity trainer/facilitator with 28 years in the chemical industry. Self-starter with major strengths in planning and organizational skills. Special expertise in the following areas:

PROFESSIONAL EXPERTISE

MONSANTO COMPANY, Pensacola, Florida **1968-1997**
Administrative Assistant

Performed a variety of secretarial duties for the Chemical Intermediates department and supporting groups. Primary responsibilities for working closely with (4) Unit Team Leaders, engineers and maintained personnel records for approximately 180 chemical operators and supervisors. Responsible for all purchases for the chemical department and compile monthly report of purchases. Proficient in the use of plant computer systems and computer software that support safety, operations and business needs. Performed all duties of administrative assistance of a responsible nature which are sensitive to both accuracy and confidentiality.

DIVERSITY MANAGER (Note: Along with Adm. Asst. duties) **1992-1997**

Regular interaction with internal and external customers demonstrated through participation and support of plant diversity process. Trained as a consulting pair and diversity awareness trainer. Participated and scheduled diversity activities, consultation and information sharing sessions, instructed and coordinated diversity training classes for new employees and existing employees. Demonstrate excellent interpersonal, team and communication skills. Interaction with plant manager, peers and outside contacts including Diversity Managers at other Monsanto sites and diversity consultants trainers.

Drawtwist Operator for Nylon Production **1968-1976**
Shift Clerk Tire and Beaming Area **1976-1982**

EDUCATION

Washington High School, Pensacola, Fl., 1963

Washington Junior College, Pensacola, Fl., 1964

Pensacola Junior College, Pensacola, Fl. 1965-66

George Stone Vocational Technical School, 1972,1973

Licensed Florida Real Estate Agent, 1989

Licensed Alabama Real Estate Agent, 1977

ADVANCED COURSEWORK

- * The Law and Secretary
- * Communication Skills
- * Office of the future-NOW
- * Survival, Success and Growth on the Job
- * Managing Stress
- * Enhanced Work Relation
- * Diversity Training
- * Team Building
- * Diversity Management
- * Facilitator Training

OTHER ACTIVITIES

- Past:**
- * Campfire Boys & Girls, Board of Directors
 - * Springfest, Inc., Board of Directors
 - * United Way Fund Distribution Committee

- Present:**
- * C-21 Southern Homes Realty, Realtor
 - * Association of Realtors
 - * Guardian Ad Litem, 1st Judicial Circuit, State of Fl.
 - * Hurst Chapel AME Church, Member
 - * Hurst Chapel Trustee Board, Member
 - * Excelsior Bay Chapter #50, Order of Eastern Star, Associate Matron

- Projects:**
- * Participated in Community Building Workshop Consensus-2005
 - * Member of Neighborhood Advisory Council (NAC) – 2008-2011
 - * Member of Neighborhood Improvement Council (NIP) – 2008-2011

* I was very active in the planning and schematics of the Wedgewood Community Center and park.

Kevin W. White
4341 Molino Meadows Dr
Molino, Florida 32577
850-380-5577

EDUCATION

Pensacola Christian Academy, K5 – 12th
Rio Saldo Community College, some
Pensacola State College, some

EXPERIENCE

Escambia County Commissioner – District 5, 2004-Present

Over see a 370 million dollar budget, create and implement policies, understand and apply local codes, regulations and knowledge with current Florida Statutes, give direction and over see major projects, and address concerns/complaints on a daily basis. As well as attend various meetings and meet with outside agencies and other governmental officials within the State to make informed decisions to better the entire community.

White's Automotive 1990-2012

Owned and performed mechanical repairs on various makes and models of vehicles. Prepared estimates, ordered parts and supplies, prioritized work load, coordinated with other agencies and ensured quality work. Maintained all documents/books on vendors, invoices, payroll, supplies/parts and banking.

Air National Guard 1988-1990

Repaired and maintained turbine engine generators in the 255th tactical communications squadron. As well as followed all rules and regulations with understanding of the procedures and chain of command.

United States Air Force 1984-1988

Repaired and maintained life support systems on F-15, F-16 aircraft in the 58 equipment maintenance squadron. As well as followed all rules and regulations with understanding of the procedures and chain of command.

SPECIALIZED SKILLS

- Over 20 years experience in the mechanical field
- Numerically accurate
- Familiar with forms of contract
- Ability to supervise, guide and care for a dedicated team of subordinate staff
- The ability to identify and respond appropriately to new business opportunities and foster strong relationships both internally and externally.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3422

County Administrator's Report 17. 2.

BCC Regular Meeting

Discussion

Meeting Date: 11/15/2012

Issue: Supplemental Budget Amendment #010 - Sheriff and Greater Pensacola Chamber of Commerce

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Consider Supplemental Budget Amendment #010 for the Sheriff and the Greater Pensacola Chamber of Commerce - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), and the Economic Development Fund (102), in the amount of \$550,000, for the following purposes:

- To transfer \$550,000 from the General Fund to the Economic Development Fund to pay the costs associated with the allocation to the Greater Pensacola Chamber of Commerce
- To provide \$220,000 in additional funding for the Sheriff's Budget
- To decrease the General Fund's reserves for operating by a combined \$770,000

BACKGROUND:

Commissioner Robinson requested that this Supplemental Budget Amendment be placed on the Agenda for discussion by the Board. This Supplemental Budget Amendment will transfer monies from the General Fund to the Economic Development Fund to pay for the Greater Pensacola Chamber of Commerce and increase the Sheriff's Budget by \$220,000.

BUDGETARY IMPACT:

This Supplemental Budget Amendment will reduce the General Fund's reserves for operating by \$770,000.

This action, if approved, creates a "structural" deficit for Fiscal Year 2013/2014, meaning existing revenues in that year will exceed existing expenses. While the "structural" deficit is small (\$136,549), the deficit amount must be covered in future years unless the Board wishes to continue to operate at a deficit.

We are also concerned about the potential passage of Amendment #4. Polling data suggests this Amendment passes. This Amendment, according to the Florida Association of Counties, reduces revenues by \$1.0 million in 2013, increasing to \$3.4 million in 2016. Furthermore, employees have not seen a general pay increase since October 2007. The adoption of this Supplemental Budget Amendment makes any such adjustment in Fiscal Year 2013/2014 less likely.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

013sa010

**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, the Board wishes to transfer money to the Economic Development Fund to pay costs for the Pensacola Bay Area Chamber of Commerce, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund Economic Development Fund Fund Name	1 102 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from the General Fund	102	381001	550,000
Total			\$550,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Private Organizations	102/360704	58201	\$550,000
Sheriff/Personal Services	001/540101	59702	220,000
Reserves for Operating	001/110201	59805	(770,000)
Transfers to Fund 102	001/110215	59120	550,000
Total			\$550,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#010



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3524

County Attorney's Report 17. 1.

BCC Regular Meeting

Action

Meeting Date: 11/15/2012

Issue: Bonnie Beckett's Workers' Compensation Settlement

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of a Workers' Compensation Settlement for Former Employee Bonnie Beckett

That the Board approve a workers' compensation settlement for former employee Bonnie Beckett in the amount of \$136,719.08, inclusive of all due attorney's fees and costs. The portion of the settlement representing medical costs (\$19,335.08) is contingent on approval by the Centers for Medicare Services.

BACKGROUND:

The claimant, Bonnie Beckett, is a former female officer worker/assistant employed by the Escambia County Board of County Commissioners from 2003 to 2009. On or about September 21, 2007, Ms. Beckett fell at work while clocking in. She suffered significant injuries to her right knee and ankle and in fact underwent three separate surgeries performed by two orthopedic physicians. She was ultimately placed at maximum medical improvement on July 14, 2011, with a 6% permanent partial impairment rating to the body as a whole.

On or about April 17, 2012, Ms. Beckett filed a petition for benefits primarily requesting permanent total disability benefits payable from September 21, 2007 to the present and continuing. Ms. Beckett has light duty work restrictions assigned by her treating pain management physician, Dr. Jensen. Ms. Beckett is also 63 years of age with a limited work history. As a result, the County's adjuster and its attorney believed that Ms. Beckett has a significant chance of prevailing on her petition. If she were awarded permanent total disability benefits by the judge of compensation claims, she would be entitled to receive approximately twelve years of future benefits, and approximately one and one half years of past benefits. The County's adjuster estimates exposure for past benefits is approximately \$25,700.00 and that the present value of its future exposure is approximately \$200,000.00, with total exposure estimated at \$273,400.00.

Concerning the medical portion, the County received a medical cost projection totaling just over \$25,000.00. It can fund the medical cost projection with an annuity at a cost of approximately \$19,335.08. The medical cost projection is necessary because Ms. Beckett is receiving social security disability benefits and Medicare. Because she is a Medicare recipient, the County must receive Medicare approval of any medical settlement. The \$19,335.08 annuity will be submitted to Medicare, along with the medical cost projection. Accordingly, Staff is requesting approval of

the indemnity and attorney's fee/costs portions of the settlement, with approval of the remaining amount (\$19,335.08) contingent on approval by CMS/Medicare.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
