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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – May 21, 2015 – 5:30 p.m.
Ernie Lee Magaha Government Building – 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, unless otherwise determined by the Chairman, 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 May

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. Presentations:

A. Proclamation, adopted by the Board on May 7, 2015, commending and congratulating Brett Whitlock, Corrections Department, on his retirement after 22 years of dedicated service;

B. Presentation to each Commissioner in recognition of BCC support for the IMAX movie "The Living Age of Airplanes," by General Theissan of the National Naval Aviation Museum; and

C. The Lifeline EMS Silver Recognition Award to Escambia County Emergency Medical Services, by the American Heart Association.

7. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Mr. Walter “Joey” Kerman as the Escambia County Emergency Medical Services “Paramedic of the Year” for 2015;

B. The Proclamation commending and congratulating Ms. Jessica “Jessie” Tanksley as the Escambia County Emergency Medical Services "EMT of the Year” for 2015;

C. The Proclamation proclaiming the week of May 18 - 22, 2015, "Emergency Medical Services Week" in Escambia County, reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the “ **Everyday Heroes**” dedicated to emergency medical care; and

D. The Proclamation commending and honoring the life of Mr. Joseph Rodney “Rod” Eddins, II, and extending our heartfelt condolences and well wishes to his family and friends.

8. Written Communication:

A. March 20, 2015- Communication from Sue King, Wells Fargo requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 7745 Fitch Avenue.

Recommendation: That the Board review and consider lien relief request made by Sue King, Wells Fargo, against property located at 7745 Fitch Avenue.

On August 21, 2014, 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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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 act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Wells Fargo appealed their lien before the Special Magistrate Robert Beasley. Special Magistrate Beasley denied their request stating the bank had the property in their possession to have abated the violations in a timely manner.

Wells Fargo is now asking the Board for relief.

B. April 4, 2015- Communication from Sheldon Webb requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 546 South 1st Street.

Recommendation: That the Board review and consider lien relief request made by Sheldon Webb against property located at 546 South 1st Street.

On August 21, 2014, 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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator, Jack Brown, mailed Sheldon Webb a denial letter April 8, 2015. The owner was denied in accordance with Section III, H2., A.2, relief is not available to the violator and/or owner named in the code enforcement lien.

Sheldon Webb has requested to appear before the Board.

C. April 28, 2015, communication from Phillip S. and Tammy J. Howell requesting that the Board waive penalties and fees for two delinquent Municipal Services Benefit Unit Special Assessment Liens that have been placed on the property they own located at Lot 5, Block 15, First Addition, Villa Segunda Subdivision, Pensacola Beach, Florida.

D. April 13, 2015- Communication from Deborah Scherer, JP Morgan Chase Bank requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 3603 Perdido Lake Road.

Recommendation: That the Board review and consider lien relief request made by Deborah Scherer, JP Morgan Chase Bank, against property located at 3603 Perdido Lake Road.

On August 21, 2014, 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 requests for forgiveness of

Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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 act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

11. Committee of the Whole Recommendation.

RECOMMENDATION TO BE DISTRIBUTED UNDER SEPARATE COVER

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the March 2015 Returns received in April 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2015 returns received in the month of April 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2015; total collections for the month of March 2015 returns was $734,256.72; this is a 7.82% increase over the March 2014 returns; total collections year-to-date are 12.57% more than the comparable time frame in Fiscal Year 2014.

2. Recommendation Concerning the April 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2015, as required by Ordinance Number 95-13; on April 30, 2015, the portfolio market value was $270,166,919 and portfolio earnings totaled $122,481 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.13%; the enhanced cash portfolio achieved a yield of 0.53%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.23%; the long-term CORE portfolio achieved a total return of 0.05%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.03%.

3. Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt the Resolution authorizing the write-off of $22,970.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

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

That the Board accept, for filing with the Board's Minutes, the *Second Amendment to DEP Agreement No. T1115, Escambia County - Jones Swamp Trail Extension 3, Non-Motorized Diverse Use*, executed by the Chairman on March 3, 2015, based on the Board's action of April 5, 2012, approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement (#T1115)* and authorizing the Chairman to sign any subsequent Grant-related documents.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 7, 2015;

B. Approve the Minutes of the Attorney-Client Session held May 7, 2015;

C. Approve the Minutes of the Special Board Meeting held May 7, 2015; and

D. Approve the Minutes of the Regular Board Meeting held May 7, 2015.

GROWTH MANAGEMENT REPORT

I. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

June 2, 2015

5:48 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Perdido Landfill North Borrow Pit

5:49 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Perdido Landfill East Borrow Pit

5:50 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – North End Camp Borrow Pit

5:51 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Green's Borrow Pit

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Resolution for Fees Associated with Large Outdoor Event Permit Applications - Amy Lovoy, Interim Assistant County Administrator

   That the Board adopt a Resolution establishing a schedule of fees associated with processing applications for permits for large outdoor entertainment events, per the Outdoor Entertainment Event Ordinance, which was adopted on January 8, 2015. The specific fees requiring approval are the Outdoor Event Permit Application Fee, Electronic Message Board Fee, and refundable Cleanup Deposits.

2. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

   That the Board approve the 11 Request for Disposition of Property Forms for the Information Technology Department, for property which is described and listed on the Disposition Forms, with reason for disposition stated; thus it is requested that they be auctioned as surplus or properly disposed of.

3. Recommendation Concerning a Request for Disposition of Property for the Pensacola Bay Center - Stephan Hall, Management and Budget Services Interim Department Director

   That the Board approve the Request for Disposition of Property Form for the Pensacola Bay Center, for property (computers, servers, printers, furniture, and other equipment) which is further described and listed on the Disposition Form, with reasons for disposition as bad condition/unusable as 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 of.

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

   That the Board approve the 7 Request for Disposition of Property Forms for the Public Works Department, indicating 22 items to be properly disposed of, which are described and listed on the Request Forms, with reason for disposition stated.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 23, 2015 - Keith T. Wilkins, Community & Environment Department Director

   That the Board accept, for filing with the Board's Minutes, the April 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning the Standard Facility Rental Contract for Rentals at the Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

   That the Board approve the Facility Rental Contract for individuals or entities requesting to rent the Perdido Key Community Center (Center) (Attachment 1).

   This Contract will replace the Facility Space Needs & Reservation Application currently used (Attachment #2). The Facility Rental Rates are the same rates that were put into place at the time of the Center opening and will remain as is (Attachment 3). The expanded Rental Contract will ensure the renter fully understands the rules and responsibility, ensuring that the Center is returned as received, and clearly defines the insurance requirements when the rental will involve the serving of alcoholic beverages on the premises of the Center. The approval to allow alcoholic beverages on the premises was approved by Board action on March 18, 2014 (Attachment 4).

7. Recommendation Concerning the RESTORE Multi-Year Implementation Plan Development - Keith T. Wilkins, Community & Environment Department Director

   That the Board approve the Selection Criteria and Scoring (version 1.7) as recommended by the RESTORE (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) Act Advisory Committee, relating to the RESTORE Multi-Year Implementation Plan development.

8. Recommendation Concerning the State of Florida Department of Environmental Protection and Agency Term Contactor Permission to Enter Property at 1700 West Leonard Street, Pensacola, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a request submitted by the Florida Department of Health in Escambia County on behalf of the Florida Department of Environmental Protection, for permission to enter property at 1700 West Leonard Street, Pensacola, Florida (Escambia County Sheriff's Department):

A. Approve the Permission to Enter Property document, submitted by, the State of Florida Department of Environmental Protection, to access the fuel island and immediate vicinity, located at the Sheriff's Department, 1700 West Leonard Street, Pensacola, Florida; and

B. Authorize the Chairman or Vice Chairman to sign the document.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the seven Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Lynwood V. and Vicki A. Fletcher, the owners of residential property located at 632 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $5,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Helen Hartung, the owner of residential property located at 320 East Winthrop Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $337, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for electrical rewiring;

3. The Agreements between Escambia County CRA and Justin Herrington and Angela Vendetti, the owners of residential property located at 303 Alba Plena Street, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,602, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to replace roof and sanitary sewer connection;

4. The Agreements between Escambia County CRA and Michael B. and Deborah K. McLemore, the owners of residential property located at 219 Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,743, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and sanitary sewer connection;

5. The Agreements between Escambia County CRA and Edmund J. and Sydney D. Murphy, the owners of residential property located at 200 Southeast Gilliland Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $2,875, representing an in-kind match through the

Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install central heating and air conditioning system and electrical rewiring;

6. The Agreements between Escambia County CRA and Ronald and Linda Suermann, the owners of residential property located at 221 Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, 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, to install new windows; and

7. The Agreements between Escambia County CRA and Mary L. Matthews, the owner of residential property located at 3413 West Maxwell Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $3,569, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to replace roof; and

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

2. Recommendation Concerning the Cancellation of Three Residential Rehab Grant Program Liens - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	**Address**	**Amount**
Donald R. Robarts	1415 Dexter Avenue	$732
Donald R. Robarts	1202 Dexter Avenue	$882
Petronella Walker	1219 Poppy Avenue	$2,250

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

3. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite "D" - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, 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 Program Funding Agreement for the property located at 1611 North Pace Boulevard, Suite "D":

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Wilson Enterprises, Inc. , owner of commercial property located at 1611 North Pace Boulevard, Suite "D", Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $1,512, representing an in-kind match through the CRA Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, to install a new sign; and

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

4. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of $1,566,860.47 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

5. Recommendation Concerning Establishing a County-Funded Senior Court Program Specialist II Position - First Judicial Circuit Foreclosure Program - Will Moore, Trial Court Administration Admin Services Manager

That the Board take the following action concerning establishing a County-funded Senior Court Program Specialist II Position for the First Judicial Circuit Foreclosure Program:

A. Authorize the creation of a Court Innovation Article V Local Option funded position, Senior Court Program Specialist II, per the provided job description; and

B. Authorize the recurring personnel expenditure from reserves for the necessary annual cost beginning July 1, 2015, at an hourly rate of $19.85 x 2080 = $41,288.00 annual base salary + benefits $15,317 = $56,605. The pro-rated salary from July 1, 2015, through the end of the current Fiscal Year, September 30, 2015, will be 15 weeks x 40 hours = 600 hours x $19.85 = $11,910 plus benefits, for an estimated total of $15,000 for Fiscal Year 2014/2015.

[Funding: Fund 115, Court Innovation Article V Local Option, Cost Center 410501, Object Code 51201]

6. Recommendation Concerning Supplemental Budget Amendment #135 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #135, Internal Service Fund (501), in the amount of $7,500,000, to recognize insurance proceeds received from the 2014 Flood/Disaster event, and to appropriate these funds to be used for repair and maintenance and other insurable activities for the continuity of Board of County Commissioner (BCC) operations.

7. Recommendation Concerning Supplemental Budget Amendment #138 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #138, Other Grants and Projects (110), in the amount of $6,184, to recognize Grant proceeds from Florida Department of Agriculture and Consumer Services (FDACS), and to appropriate these funds to treat infestations of cogongrass. The County's match is covered in terms of man hours for systematic spraying in identified areas by two staff members.

8. Recommendation Concerning Supplemental Budget Amendment #139 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #139, FTA Capital Projects Fund (320), for a reduction in the amount of $475,762, to make prior year Grant adjustments for two Federal Transit Administration (FTA) Capital Grants and the State of Good Repair Capital Grant for Escambia County Area Transit (ECAT). Supplemental Budget Amendment #139 places the correct balances in each Grant after performing a Grant analysis in conjunction with the Clerk's Office, ECAT, and the Office of Management and Budget.

9. Recommendation Concerning Supplemental Budget Amendment #140 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #140, Gulf Coast Restoration Fund (118), in the amount of $562,545, to recognize Grant proceeds from the Florida Department of Environmental Protection (DEP), and to appropriate these funds for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Early Restoration Program (NRDA ERP).

10. Recommendation Concerning Supplemental Budget Amendment #141 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #141, Escambia County Restricted Fund (101), in the amount of $8,900, to recognize funds received from dive shops, divers, and other reef stakeholders, and to appropriate these funds for the purchase and deployment of the tugboat "Ocean Wind" to be used as an artificial reef.

11. Recommendation Concerning Food Services at the Emergency Operations Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award a Contract PD14-15.045, for Food Services at the Emergency Operations Center (EOC) during emergency activation of the EOC, to TCSS Logistics, Inc., and approve the Agreement for Food Services Operations for the Emergency Operations Center, based on costs, as follows:

$8.00 per meal (Breakfast, Lunch, and Dinner)
Snack items + 33% over cost

[Funding: Fund to be determined by the Board of Commissioners at the time of the emergency activation]

12. Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204 = $11,400, paid via 12 monthly installments of $950]

13. Recommendation Concerning the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement:

A. Approve the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of $477,280, for FDOT's 2015-2016 Fiscal Year (July 1, 2015, through June 30, 2016) to compensate the County for maintenance of traffic signals;

B. Adopt and Authorize the Chairman to sign a Resolution authorizing execution of the Agreement;

C. Establish three new positions; one Engineering Specialist and two Engineering Technicians, to be funded with monies from this Agreement, and to enable Escambia County to fulfill the requirements of the Agreement; and

D. Authorize the hiring of one Engineering Specialist and one Engineering Technician and either an additional Engineering Technician or the purchase of a vehicle for signal maintenance.

14. Recommendation Concerning the Acquisition of Property Located at 14000 Perdido Key Drive, from the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 23.46 acres), located at 14000 Perdido Key Drive, from the Trust for Public Land:

A. Authorize the purchase of a parcel of real property, located at 14000 Perdido Key Drive, from the Trust for Public Land, for the purchase price of $2,000,000;

B. Approve the Purchase and Sale Agreement (Magnolia West Property) for the acquisition of a parcel of real property (approximately 23.46 acres), located at 14000 Perdido Key Drive, from the Trust for Public Land, in accordance with the terms and conditions contained in the Agreement; and

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

[Funding Source: Fund 117, Perdido Key Beach Mouse, Cost Center 220335, Perdido Key Beach Mouse, Object Code 56101 and Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

15. Recommendation Concerning Acceptance of Five Easements for the Crescent Lake Dam Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of five easements located in the Crescent Lake area for dam restoration improvements:

A. Accept the donation of five easements located in the Crescent Lake area, from the following property owners, for dam restoration improvements:

Property Owner	Parcel Reference Number	Easement
1. Crescent Lake Preservation Association, Inc.	44-1S-30-3001-012-001	Stormwater Management Utility Easement
2. Sovran Acquisition Limited Partnership	44-1S-30-3001-000-000	Drainage & Access Easement
3. Sovran Acquisition Limited Partnership	44-1S-30-3001-000-000	Temporary Construction Easement
4. Michael E. and Judy L. Stephens	44-1S-30-3001-001-001	Drainage Easement
5. Michael E. and Judy L. Stephens	44-1S-30-3001-001-001	Temporary Construction Easement

B. Authorize the payment of documentary stamps because the properties are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easements, subject to Legal review and sign-off, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

16. Recommendation Concerning Extending the Lobbying Services for Federal Assistance - Jack R. Brown, County Administrator

That the Board approve extending the Agreement for Lobbyist Services, PD 13-14.023, between Escambia County, Florida, and Alcalde & Fay, LTD., Inc., for Lobbying Services for Federal Assistance, for a term of 12 months, effective June 4, 2015, with 1 option remaining for a 12-month renewal period, for an annual amount of $78,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

17. Recommendation Concerning the Amendment to the SMG Management Services Agreement for the Pensacola Bay Center - Amy Lovoy, Interim Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to the Management Services Agreement between Escambia County, Florida, and SMG for the Pensacola Bay Center (formerly Pensacola Civic Center), with the Management Services Agreement amended as follows:

A. Changing the effective end date of the Agreement to September 30, 2022;

B. Accepting a straight-line, non-cash, amortized, 7-year loan contribution for facility and operational enhancement, in the amount of $350,000, from SMG to Escambia County; and

C. Allowing for the negotiation of an adjusted benchmark used to determine the SMG annual incentive fee in the event of an increase to net operating loss, due to the Pensacola Bay Center Ice Hockey Lease between Escambia County, Florida, and Pensacola Ice Flyers.

III. For Discussion

1. Recommendation Concerning Funding Community Redevelopment Plans for Newly-Designated Community Redevelopment Areas - Keith T. Wilkins, Community & Environment Department Director

   That the Board authorize a funding source to implement Community Redevelopment Plans for newly-designated Community Redevelopment Areas (CRA).

   [Funding Source to be determined]

2. Recommendation Concerning the Issuance of Operational Permits for Resource Extraction for Shortleaf Borrow Pit and Brickton Borrow Pit - Horace L. Jones, Development Services Department Director

   That the Board take the following action with regard to "Operational Permit: Existing Resource Extraction Facility - Borrow Pit," for the following two borrow pits:

   A. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit; and

   B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for Brickton Borrow Pit.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office

That the Board approve the Request of Disposition of Property for the County Attorney's Office, for property to be properly disposed of, which is described and listed on the Form with the Agency and reason stated.

2. Recommendation Concerning Scheduling an Attorney/Client Session on June 2, 2015 at 4:00 P.M. to Discuss Pending Litigation in the Cases of Barney and Irene Cash v. Escambia County, et al., and Clifton Underwood v. Escambia County

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Fla. Stat., for June 2, 2015 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, May 23, 2015.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the cases of Barney and Irene Cash v. Escambia County, et al., and Clifton Underwood v. Escambia County in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m., on Tuesday, June 2, 2015, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

II. For Discussion

1. Recommendation Concerning Legal Representation of Former Commissioner Gene M. Valentino

   That the Board discuss whether the County will pay former Commissioner Gene M. Valentino's attorney's fees and costs pursuant to a request provided to the County Attorney's Office by Attorney Wesley "Wes" H. Reeder, counsel to former Commissioner Gene M. Valentino.

III. For Information

1. Recommendation Concerning David A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, Case No. 2014 AP 000027; and Jeffory S. Hunt and Ellen K. Hunt vs. Escambia County and Santa Rosa Island Authority, Case No. 2014 CA 001537.

   That the Board accept the following information concerning the cases of David A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, and Jeffory S. Hunt and Ellen K. Hunt vs. Escambia County and Santa Rosa Island Authority:

   On April 29, 2015, the Honorable Judge Edward P. Nickinson, III, affirmed the judgment of the trial court granting Escambia County and Santa Rosa Island Authority's Motions for Summary Judgment against the plaintiffs inDavid A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, Case No. 2012 CC 000148.

   The master leases on the Bossos' parcels do not address which party is obligated to pay the ad valorem taxes, and the Bossos argued, unsuccessfully, that the Court should apply a principle of contract law that requires ambiguities in a lease to be construed against the landlord and require Escambia County and/or Santa Rosa Island Authority to pay any ad valorem taxes.

   The attorney representing the Bossos filed a similar suit on behalf of the Hunts, Case No. 2014 CA 001537, but they voluntarily dismissed their suit after the Bossos' appeal was denied.

2. Information: Anita Hemphill vs. David Morgan, in his official capacity as Sheriff, Escambia County, Florida and Escambia County Board of County Commissioners, Case No.: 3:14cv210-RV/EMT

   That the Board accept the following information:

   On April 29, 2015, the Honorable Roger Vinson granted a motion for summary judgment filed by David Morgan, Sheriff, which was joined in by Escambia County Board of County Commissioners against Plaintiff in Anita Hemphill vs. David Morgan, Sheriff, Escambia County, Florida and Escambia County Board of County Commissioners, Case No.: 3:14cv210-RV/EMT. A final judgment was entered in favor of the Sheriff and Escambia County.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8240 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Mr. Walter “Joey” Kerman as the Escambia County Emergency Medical Services “Paramedic of the Year” for 2015;

B. The Proclamation commending and congratulating Ms. Jessica “Jessie” Tanksley as the Escambia County Emergency Medical Services "EMT of the Year” for 2015;

C. The Proclamation proclaiming the week of May 18 - 22, 2015, "Emergency Medical Services Week" in Escambia County, reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the “ **Everyday Heroes**” dedicated to emergency medical care; and

D. The Proclamation commending and honoring the life of Mr. Joseph Rodney “Rod” Eddins, II, and extending our heartfelt condolences and well wishes to his family and friends.

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 by the County Administration staff for BCC approval. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Proclamations

PROCLAMATION

***WHEREAS**, Escambia County Emergency Medical Services has established a "Paramedic of the Year Program" to recognize one Paramedic who exemplifies the qualities of excellent service and dedication to the Department and our community; and*

***WHEREAS**, Mr. Walter "Joey" Kerman, a Paramedic with the Emergency Medical Services (EMS) Division of the Public Safety Department, began his career with the County in December of 2012, was nominated by his peers, and was selected for "Paramedic of the Year" for 2015; and*

***WHEREAS**, Mr. Kerman takes the extra time to teach and share his experience with anyone willing to learn, including: his peers, auxiliary members, and Paramedic and Emergency Medical Technician students from local schools. He is well-respected among his peers and continues to strive for excellence within his profession; and*

***WHEREAS**, Mr. Kerman is extremely passionate about his profession and continues to be an advocate for all of his patients. He continuously demonstrates the desire to provide top-of-the-line patient care, while showing genuine concern for the patient's well-being; and*

***WHEREAS**, in addition to serving as a Paramedic, Mr. Kerman has completed an additional 80 hours of training and has passed the Board for Critical Care Transport Paramedic Certification to better serve his Department and community as a Critical Care Paramedic. He has also recently been promoted to the position of Field Training Officer for the Department.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County Florida, commends and congratulates Mr. Walter "Joey" Kerman as the Escambia County EMS "Paramedic of the Year" for 2015.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: ***Pam Childers***
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 21, 2015

PROCLAMATION

***WHEREAS**, Escambia County Emergency Medical Services has established an "EMT of the Year Program" to recognize one Emergency Medical Technician (EMT) who exemplifies the qualities of excellent service and dedication to the Department and our community; and*

***WHEREAS**, Ms. Jessica "Jessie" Tanksley, an EMT with the Emergency Medical Services (EMS) Division of the Public Safety Department, began her career with the County in January 2008, was nominated by her peers, and was selected as the "EMT of the Year" for 2015; and*

***WHEREAS**, Ms. Tanksley always shows a high level of integrity, confidence, and pride in everything that she does. Jessie is looked upon as a role model among her peers. These qualities have led to her being promoted to the position of Field Training Officer and to being responsible for training and mentoring new employees as well as her peers; and*

***WHEREAS**, Ms. Tanksley's impeccable work ethic has also led her to being named as the Departments' lead instructor for the Pediatric Emergency Assessment, Recognition, and Stabilization course.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Jessica "Jessie" Tanksley as the Escambia County EMS "EMT of the Year" for 2015.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Steven Barry, Chairman, District Five

Grover C. Robinson IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: May 21, 2015

PROCLAMATION

***WHEREAS**, emergency medical services is a vital public service; and*

***WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

***WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

***WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and*

***WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

***WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating "Emergency Medical Services Week".*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 18 – 22, 2015,*

"EMERGENCY MEDICAL SERVICES WEEK"

*in Escambia County, reminds the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encourages all citizens to honor the "**Everyday Heroes**" dedicated to emergency medical care.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Steven Barry, Chairman, District Five

Grover C. Robinson IV, Vice Chairman, District Four

Wilson B. Robertson, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: May 21, 2015

PROCLAMATION

***WHEREAS**, Mr. Joseph Rodney Eddins, II, joined the Escambia County Sheriff's Office in November 1993; and*

***WHEREAS**, Mr. Eddins was a Colonel with the Escambia County Sheriff's Office and supervised law enforcement on Pensacola Beach. He is credited with helping maintain the beach's reputation as one of the most beautiful, family-friendly destinations in the Country. Santa Rosa Island Authority Executive Director W.A. Buck Lee said that for a while, it was a wild time out on the beach, but Colonel Eddins went out and got it under control. He said the Sheriff couldn't have sent a better person for the job; and*

***WHEREAS**, Sheriff David Morgan said that Mr. Eddins served the Escambia County Sheriff's Office with distinction and leaves behind an extended loving family and far too many brothers and sisters in law enforcement to mention; and*

***WHEREAS**, Mr. Eddins was known as a great guy who loved to fish, loved to hunt, and loved the Escambia County Sheriff's Office. His absence will be felt by everyone who knew him; he will be greatly missed; and*

***WHEREAS**, Mr. Eddins is survived by his daughter, Rebecca Lynn; his parents, Rodney "Rocky" and Marilyn Eddins; his brothers, Greg, Dough, and Mike Eddins; nephew, Blane; nieces, Erin, Rachel, and Avery; and the love of his life, Brittany; as well as man's best friend, Tanner.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does commend and honor the life of Mr. Joseph Rodney Eddins, II, and extends our heartfelt condolences and well wishes to his family and friends.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman
District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST:** **Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 21, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8163 **Written Communication** **8. A.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Environmental (Code) Enforcement Lien Relief – 7745 Fitch Avenue
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

March 20, 2015- Communication from Sue King, Wells Fargo requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 7745 Fitch Avenue.

Recommendation: That the Board review and consider lien relief request made by Sue King, Wells Fargo, against property located at 7745 Fitch Avenue.

On August 21, 2014, 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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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 act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Wells Fargo appealed their lien before the Special Magistrate Robert Beasley. Special Magistrate Beasley denied their request stating the bank had the property in their possession to have abated the violations in a timely manner.

Wells Fargo is now asking the Board for relief.

BACKGROUND:

The Office of Environmental Enforcement received a complaint for overgrowth, trash, debris and dilapidated structure. Notice of Violation was hand delivered to Charles Poythress. A certified Notice of Violation was also mailed to owner and returned.

August 9, 2012 A Notice of Violation was mailed to People's First Bank. House is in foreclosure. People's First contacted officer and informed her that they were not the bank filing the foreclosure to contact Wells Fargo. Notice of violation was mailed to Wells Fargo and received.

Follow up inspection revealed overgrowth has been cut and some trash removed. Other violations remain.

December 14, 2012 a second notice of violation was mailed to Wells Fargo and received.

A follow up inspection was conducted on February 12, 2013 and violations remained. Case was referred for special magistrate.

Hearing Notice mailed to owners both regular and certified mail. Notices were returned.

April 2, 2013 Hearing held. Court cost in the amount of $1,100.00 awarded to Escambia County. A $10.00 per day per violation was issued with a deadline of May 2, 2013 to abate all violations.

May 3, 2013 Owner failed to comply with order. A letter of non-compliance was mailed to both owner and bank.

November 5, 2014 Pre-bid revealed violations remained.

February 26, 2015 Violations were abated by the bank.

BUDGETARY IMPACT:

Court Cost: $1,100.00
Fines: $33,150.00

Total: $34,250.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

7745 Fitch Avenue

Janice K. Gilly

From: Sue King [Sue.King@stewart.com]
Sent: Wednesday, April 22, 2015 10:57 AM
To: Janice K. Gilly
Subject: 7745 Fitch Ave
Attachments: 20150422114146323.pdf

The above described property is a bank-owned foreclosure. A code enforcement lien was recorded on 4/8/2013 after the lis pendens (recorded 8/7/2012). The bank received Certificate of Title 9/3/2013.

Due to the recording date the lien is extinguished in the foreclosure therefore unenforceable. We are not required to get a release to convey clear title per our underwriting counsel . With that said, we would prefer to pay the County costs and in return for a partial release to make things easier for future owners of the property.

I have attached the lis pendens , CT, recorded lien and my POA for your reference.

Thank you for your help in this matter,

Sue King
Client Financial Negotiator
Code Mitigation
Stewart Title
12800 University Drive
Suite 360
Fort Myers, Florida 33907
O (239) 204-3089 | M (239) 691-2884
www.stewart.com | sue.king@stewart.com

STEWART INFORMATION SERVICES CORPORATION (NYSE: STC)

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: 7745 Fitch Avenue
Property Owner: Charles Poythress & Margaret Ellis, Wells Fargo
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE120803239

08/07/12 Received complaint. Officer observed overgrowth, trash, debris and dilapidated structure. Notice issued to Charles Poythress in person. Notice of Violation mailed to owner was returned.

08/09/12 Notice mailed to People's First Bank. House is in foreclosure. People's First contacted officer stating there are not the bank who has filed the foreclosure to contact Wells Fargo. Notice was mailed to Wells Fargo and received.

08/21/12 Overgrowth has been cut and trash removed. Other violations remain.

09/27/12 Much improvement to yard.

12/14/12 Second Notice mailed to Wells Fargo and was received.

02/12/13 Violations remain. Request special magistrate hearing.

03/13/13 Hearing notice mailed to owners both regular and certified mail. Copy of hearing notice posted at property. Notice was returned.

04/02/13 Special Magistrate ordered a fine in the amount of $10.00 per day per violation and court cost of $1,100.00. Deadline of May 2, 2013 to abated violations.

05/03/13 Owners have failed to comply. Letter of Non-compliance was mailed to both owners and bank.

11/05/14 Pre-bid reveals violations remained.

02/26/15 Violations abated by bank.

Lien amount	Cost
Fines	$33,150.00
Court Cost	$1,100.00
TOTAL	$34,250.00

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

Recorded in Public Records 09/03/2013 at 12:30 PM OR Book 7069 Page 1169, Instrument #2013066551, Pam Childers Clerk of the Circuit Court Escambia County, FL Deed Stamps $140.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA

WELLS FARGO BANK, N.A.;

Plaintiff,

vs.

MARGARET M. ELLIS, CHARLES A. POYTHRESS, ET AL.;

Defendants,

CASE NO. 17-2012-CA-001874

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that he or she executed and filed a certificate of sale in this action on Aug. 13, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

LOT 7, FIRST ADDITION TO ATWOOD SUBDIVISION, BEING A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 6 PAGE 86, OF THE PUBLIC RECORDS OF SAID COUNTY..

Property Address: 7745 FITCH AVENUE, PENSACOLA, FL 32514-6117

was sold to:

WELLS FARGO BANK, N.A.

Client Address: **1 HOME CAMPUS, DES MOINES , IA 50328**

WITNESS my hand and the seal of this court on Aug 29, 2013.

PAM CHILDERS, CLERK & COMPTROLLER

_____, Clerk of Court

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA *

As Deputy of Court

#20,100.00

File No- 12-04706

Recorded in Public Records 08/07/2012 at 03:23 PM OR Book 6892 Page 692, Instrument #2012060658, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO. 2012CA1874
C

WELLS FARGO BANK, NA;
Plaintiff,
vs.
MARGARET M. ELLIS; CHARLES A. POYTHRESS; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN TENANT #1 IN POSSESSION OF THE PROPERTY; UNKNOWN TENANT #2 IN POSSESSION OF THE PROPERTY;
Defendants

ERNIE LEE MAGAHA CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FL
2012 JUL 30 A 11:25
CIRCUIT CIVIL DIVISION FILED & RECORDED

NOTICE OF LIS PENDENS

1. TO: The above named defendants and ALL OTHERS WHOM IT MAY CONCERN:

2. YOU ARE NOTIFIED of the institution of this action against you by the Plaintiff, seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the Court in default of the payment of the amount found to be due Plaintiff under the Note and Mortgage, and for other further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying in Escambia County, Florida, as set forth in the mortgage recorded in Official Records Book 4341 at Page 637, more particularly described as follows:

LOT 7, FIRST ADDITION TO ATWOOD SUBDIVISION, BEING A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 6 PAGE 86, OF THE PUBLIC RECORDS OF SAID COUNTY.

Dated: 7-27, 2012

☐ Gregg Dreilinger, Esq. FBN. 0025615
☐ Bart T. Heffernan, Esq. FBN. 353949
☐
☑ Daphne Blum Tako, Esq. FBN. 51621
☐
☐ Matthew Slowik Esq. FBN. 92553
☐
☐ Radoyka Minaya Esq. FBN. 59346
Attorneys for Plaintiff
Marinosci Law Group, P.C.
100 West Cypress Road, Suite 1045
Fort Lauderdale, FL 33309
Phone: (954)-644-8704; Fax (954) 772-9601

MLG File No.: 12-04706

Case: 2012 CA 001874
00074475643
Dkt: CA1039 Pg#: 1

3

Recorded in Public Records 04/08/2013 at 04:55 PM OR Book 6999 Page 162,
Instrument #2013024348, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013024354 04/08/2013 at 05:04 PM
OFF REC BK: 6999 PG: 192 - 196 Doc Type: CEL
RECORDING: $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-08-03239
LOCATION: 7745 Fitch Avenue
PR# 181S30-1800-000-007

Charles Poythress & Margaret Ellis
7745 Fitch Avenue
Pensacola, Florida 32514

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/her in the form of testimony by the Enforcement Officer and the respondent or representative,_____, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☒ 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Deputy Clerk D.C.
DATE: April 8, 2013

☒ 30-203 Unsafe Building; Described as ☒ Main Structure ☒ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o)
☒ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☒ (aa) ☐ (bb) ☐ (cc) ☒ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Repeat violation(s) _____

_____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Charles Poythress & Margaret Ellis shall have until May, 2013 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $10.00 per day per violation, commencing May 3, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to 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 take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1/17 are awarded in favor of Escambia County as the prevailing party against Charles Poynthress & Margaret Ellis

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 will certify to the Special Magistrate all costs 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 Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this 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 2nd day of April, 2013.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

[redacted]

Wells Fargo Home Mortgage
Premiere Asset Services
1 Home Campus, MAC X2301-049
Des Moines, IA 50328

To Whom It May Concern:

Please be advised that Sue King is authorized as an agent for Wells Fargo Bank National Association, successor by merger to Wells Fargo Home Mortgage, doing business as Premier Asset Services, acting for itself or its clients on matters related to any code violations and its related issues.

Thanks you,

Janene Brennan

Vice President Loan Documentation

State of Iowa

County of Polk

Sworn to me before this 17th day of March, 2014 by Janene Brennan, who is personally known to me.

WELLS FARGO BANK, NATIONAL ASSOCIATION
WELLS FARGO

RYAN SCHOCKEMOEHL
Commission Number 758050
My Commission Expires
April 27, 2015

Together we'll go far



Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A. NMLSR ID 399801

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Environmental Enforcement Division
3363 W Park Place
Pensacola, FL 32505
850-595-1820 Phone
850-595-0149 Fax

9-8474247403

February 27, 2015

RR# 91 7199 9991 7034 6144 7505

Wells Fargo Bank NA
1 Home Campus
Des Moines, IA 50328

RE: CE 12-08-03239
7745 Fitch Avenue

Dear Wells Fargo Bank NA:

Effective February 25, 2015, the referenced property was brought into compliance in accordance with Escambia County Code of Ordinances and the Special Magistrates Order of April 02, 2013, that is recorded in the official records Book 6999 Page 162.

Please be advised that the County will submit the enclosed affidavit and supporting purchasing documents if applicable, to the Special Magistrate and request that the Special Magistrate issue the proposed order unless you request a hearing to address the validity of the costs on or before 20 days from the date of this letter. **If you wish to request a hearing, please submit a written request to the Clerk for the Special Magistrate, Office of Environmental Enforcement, 3363 W Park Place. Pensacola, Florida 32505.**

Sincerely,

Sandra Slay

Sandra Slay, Division Manager
Office of Environmental Enforcement
Enclosures
SS/jg

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-08-03239
Location: 7745 Fitch Avenue
PR# 181S301800000007

Wells Fargo Bank NA
1 Home Campus
Des Moines, IA 50328

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of April 02, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, and 30-203 Main Structure (n), (o), and (dd). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated April 02, 2013.

Itemized	Cost
a. Fines ($10.00 per day per violation X 5 5/03/13-2/24/15)	$ 33,150.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 0.00
Total:	$ 34,250.00

DONE AND ORDERED at Escambia County, Florida on this ____ day of _____, 2015.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8162 **Written Communication** **8. B.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Environmental (Code) Enforcement Lien Relief – 546 South 1st Street
From: Michael Tidwell, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

April 4, 2015- Communication from Sheldon Webb requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 546 South 1st Street.

Recommendation: That the Board review and consider lien relief request made by Sheldon Webb against property located at 546 South 1st Street.

On August 21, 2014, 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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator, Jack Brown, mailed Sheldon Webb a denial letter April 8, 2015. The owner was denied in accordance with Section III, H2., A.2, relief is not available to the violator and/or owner named in the code enforcement lien.

Sheldon Webb has requested to appear before the Board.

BACKGROUND:

The property located at 546 South 1st Street has three (3) code enforcement liens attached to it. Two of the liens were cleaned under Escambia County's Summary Abatement Ordinance.

CE06070368

July 17, 2006 The Office of Environmental Enforcement received a complaint for overgrowth and trash. Notice of Violation was posted on site and a Notice of Violation was mailed both certified and regular mail. Certified Notice returned marked "Not Deliverable as Addressed".

Two follow up inspection were conducted and violations remained. October 10, 2006 follow up inspection conducted and violations remained. Officer requested hearing date before the special magistrate.

February 12, 2007 A Hearing Notice was mailed to the owner and posted at site. Hearing notice was returned marked "Not deliverable as addressed".

March 1, 2007 Hearing held. Court cost was awarded in the amount of $1,100.00, $50.00 per dayfine with a deadline of 3/15/17 to abate violations.

July 1, 2008 Escambia County abated violations.

CE090402268

April 16, 2009 The Office of Environmental Enforcement received a complaint for overgrowth. A Notice of Violation was posted on site and one was mailed to owner both regular and certified mail. Notice of Violation returned marked "Not Deliverable as Addressed".

Two follow up inspections were conducted and violations remain. Case was referred to summary abatement.

June 19, 2009 Pre-bid conducted and violations remain.

August 4, 2009 Escambia County abated violations in the amount of $145.00.

CE090906501

September 28, 2009 The Office of Environmental Enforcement received a complaint. A notice of violation was posted at site and mailed both regular and certified mail to owner. Notice of Violation returned marked "Not Deliverable as Addressed".

Two follow up inspection were conducted and violations remain. Case was referred for summary abatement.

May 3, 2010 Pre-bid reveals violations remain. Escambia County abated violations on

May 25, 2010 in the amount of $202.00.

BUDGETARY IMPACT:

1st Lien: CE06070368

Court Cost: $1,100.00
Fines: $20,650.00
Abatement: $400.00

Total: $22,150.00

2nd Lien: CE090402268

Administration Cost: $18.50
Abatement Cost: $145.00

Total: $163.50

3rd Lien: CE090906501

Administration Cost: $18.50
Abatement Cost: $202.00

Total: $220.50

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

546 South 1st Street

Board of County Commissioners • Escambia County, Florida

Jack R. Brown
County Administrator

April 8, 2015

Mr. Sheldon Webb
308 Sherwood Avenue
Cedar Point, NC 28584

Re: Your Request for Relief from a County Code Enforcement Lien Against Property Located at 546 South 1st Street, Pensacola, Florida

Dear Mr. Webb:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your March 26, 2015 letter. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Mike Tidwell, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement at (850) 595-1820.

Sincerely,

Jack Brown
County Administrator

JB:ac

cc: Mike Tidwell, Department Director, Corrections
Sandra Slay, Division Manager, Code Enforcement

Sandra F Slay

From: Stephen G. West
Sent: Monday, April 06, 2015 1:49 PM
To: Sandra F Slay
Cc: Beth A. Larrieu
Subject: RE: Lien forgiveness request 546 S 1st Street

Sam:

This one can be denied based on the Board's policy against granting relief to the owner/violator named in the lien. I will have my assistant prepare a letter for the County Administrator.

-----Original Message-----
From: Sandra F Slay
Sent: Monday, April 06, 2015 12:57 PM
To: Stephen G. West
Subject: Lien forgiveness request 546 S 1st Street

Thanks

-----Original Message-----
From: noreply-code_copier@myescambia.com [mailto:noreply-code_copier@myescambia.com]
Sent: Monday, April 06, 2015 11:05 AM
To: Sandra F Slay
Subject: Message from "RNP0026734ADD80"

This E-mail was sent from "RNP0026734ADD80" (Aficio MP C4502).

Scan Date: 04.06.2015 12:05:24 (-0400)
Queries to: noreply-code_copier@myescambia.com

Sheldon Webb
308 Sherwood Ave
Cedar Point, NC 28584
571-309-7202
Sheldonwebbn@gmail.com

April 4, 2015

Mrs. Sandra Slay- Division Manager
Office of Environmental Enforcement
3363-West Park Place
Pensacola, Florida 32505

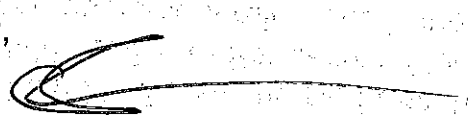
RE: Follow up letter for appeal
Case number: 06-07-0368
09-09-06501
09-04-02268

On March 25th 2015 I was notified that the state of my vacant lot property located at 546 1st Street Pensacola, Florida violated a code enforcement and nuisance abatement rule. The issue has been pending, accumulating fees and follow-on fines, since 2007 without my knowledge. During this period I was in constant reconciliation with Escambia county tax to ensure all my tax payments were paid on time, however, the tax center was also unaware of any code violation charged against the property so they were unable to provide me amplifying information on the issue.

Of note: the property at 546 1st Street, was purchased as a vacant lot and still remains vacant to date. I am an active duty service member currently serving in the United States Marine Corps and I have done my due diligence to ensure all notifications sent to my vacant lot at my property is forwarded to my deployed address and resident address. Please consider rescind of all fees applied from this unique occurrence.

Thank you in advance for you for allowing the appropriate due process to situation and thank you for your consideration.

Sincerely,



Sheldon Webb
571-309-7202
sheldonwebbn@gmail.com

Sheldon Webb
308 Sherwood Ave
Cedar Point, NC 28584
571-309-7202
Sheldonwebbn@gmail.com

RECEIVED
APR 02 2015
BY:

March 26, 2015

Mrs. Sandra Slay- Division Manager
Office of Environmental Enforcement
3363-West Park Place
Pensacola, Florida 32505

RE: Appeal
Case number: 06-07-0368
09-09-06501
09-04-02268

Dear Mrs. Slay,

I have been the sole property owner of the property located at 546 South 1st Street, Pensacola, Florida since April 2006. I recently discovered that charges and fees associated with environmental enforcement violations have been accruing to my property since 16 March 2007. Over the past ten years I have been closely monitoring and reconciling my Escambia county tax records while keeping all tax due payments up to date.

During this period, I had no communication exchanges with your Office or knowledge of its existence. Subsequently, I assumed that any infractions imposed on my property by external agencies would be reflected on my tax records. Additionally, I was unaware of the lack of transparency between to two Offices.

Now that I am aware of this situation, I would like to do my part in keeping compliant with environmental regulations as a property owner of the county and citizen of United States. First, I am writing this earnest Letter of Appeal to your Office for consideration of rescinding all accrued charges since the inception of these violations without my knowledge. Next, as an effort to remain vigilant, I would like to request an information brochure of applicable compliance environmental rules and regulations to keep my self and property manager abreast with all environmental concerns and actions required to get to the appropriate compliance levels. Finally, I would like to provide to your Office the most up to date point of contact and address to

reach me or my representative regardless of my location during active duty status with United States Marine Corps.

Substantiating reasons for my appeal is as follows; I have never received a letter or notification in regards to the violations for this property. The reason being is the address the county has on file is an outdated address. When I moved from my previous location I did a proper address change through the U.S postal service.

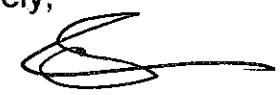
The only reason this current situation came to my attention is because I was preparing to pay my taxes for 2014 and noticed a Nuisance Abatement charge for $574.86. So I then called the county to find out why I was being charged this fee, and at this time March 25, 2015 is when they informed me I have had code enforcement and nuisance abatements issued since 2007.

I feel these violations and fines should be appealed because I had absolutely no knowledge regarding the pending cases. I have never had a missed or late payment on my county taxes during the 10 years I have owned the property, nor have I seen any indication that the property was receiving code violations until March 2015. I have never resided or habited this property since the purchase in March 2006. I have been and am currently an active duty service member for the U.S Marine Corps since December 29, 1999. Over the past several years I have been located at various duty stations and have served 4 tours over seas on military deployments.

I have already taken corrective matters by notifying a property maintenance manager, who will be taking care of the property and communicating with me the current condition of the property as to not be in violation again with your county codes.

Thank you in advance for your time and consideration.

Sincerely,



Sheldon Webb
571-309-7202
sheldonwebbn@gmail.com

Office of Environmental Enforcement

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

Property Address: 546 S 1st Street
Property Owner: Sheldon Webb
Original Complaint: Overgrowth and trash
EE Case #: CE06070368

07/17/06 Received complaint. Officer observed severe overgrowth, trash and debris. Notice posted on property. Notice of Violation mailed to owner was returned marked "Not Deliverable as Addressed".

08/22/06 Follow up inspection. Violations remains.

10/10/06 Violations remain. Refer to Special Magistrate.

02/12/07 Hearing notice mailed to owner and post at site. Hearing notice was returned marked "Not deliverable as Addressed".

03/01/07 Hearing held. Court awarded Escambia County court cost in the amount of $1,100, $50.00 per day fine with a deadline of 3/15/07.

07/01/08 Escambia County abated violations.

Lien amount	Cost
Court Cost:	$1,100.00
Fines:	$20,650.00
Abatement Cost	$400.00
TOTAL	$22,150.00

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

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: 546 S 1st Street
Property Owner: Sheldon Webb
Original Complaint: Overgrowth
EE Case #: CE090402268

04/16/09 Received complaint. Officer observed severe overgrowth. Notice posted on property. Notice of Violation mailed to owner was returned marked "Not Deliverable as Addressed".

05/05/09 Follow up inspection. Violations remains.

05/12/09 Violations remain. Refer to Summary Abatement.

06/19/09 Pre-bid conducted and violations remain.

08/04/09 Violations abated by Escambia County in the amount of $145.00.

Lien amount	Cost
Administration Cost:	$18.50
Abatement Cost	$145.00
TOTAL	$163.50

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

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: **546 S 1st Street**
Property Owner: **Sheldon Webb**
Original Complaint: **Overgrowth**
EE Case #: **CE090906501**

09/28/09 **Received complaint. Officer observed severe overgrowth. Notice posted on property. Notice of Violation mailed to owner was returned marked "Not Deliverable as Addressed".**

10/08/09 **Follow up inspection. Violations remains.**

12/03/09 **Violations remain. Refer to Summary Abatement.**

05/03/09 **Pre-bid conducted and violations remain.**

05/25/09 **Violations abated by Escambia County in the amount of $202.00.**

Lien amount	Cost
Administration Cost:	$18.50
Abatement Cost	$202.00
TOTAL	$220.50

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

PAM CHILDERS
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 Pam Childers,
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: 6100 Page: 298 **View Image**

Start Date 03/16/2007

Court Cost 1,100.00

Reimbursement Recording Fee Order 27.00

Reimbursement Recording Fee Lien 27.00

Amended Order ☑ Copies 4.50

Certified Abatement Costs 400.00

Fine Per Day $50.00

Date Of Payoff 05/02/2008

Submit **Reset** **Clear**

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
$50.00	413	$20,650.00	$1,100.00	$68.50	$10.00	$7.00	$7.00	$400.00	$22,242.50

Case No. CE 00-07-03608

Recorded In Public Records 06/09/2009 at 09:33 AM OR Book 6463 Page 710, Instrument #2009037994, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 06-07-0368
Location: 546 South 1st Street
PR# 512S30-7062-520-037

Sheldon Webb
2470 Rolling Green Drive
Corvallis, OR 97330

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of March 1, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (a), (b), and (e), Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated March 1, 2007.

Itemized	Cost
a. Fines (3/16/07-5/2/08 @ $50.00 per day)	$ 20,650.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 400.00
Total:	$ 22,150.00

DONE AND ORDERED at Escambia County, Florida on this 2nd day of June, 2009.

M. James Smith
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 03/07/2007 at 08:46 AM OR Book 6100 Page 298, Instrument #2007021952, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 03/07/2007 at 08:18 AM OR Book 6100 Page 196, Instrument #2007021924, 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.: CE 06-07-0368
Location: 546 South 1st Street
PR# 512S30-7062-520-037

Sheldon Webb
2470 Rolling Green Drive
Corvallis, OR 97330

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, _____ 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, the Special Magistrate finds that a violation of the Code of Ordinances 30-203 (a), (b) & (e)

has occurred and continues.

CLERK OF CIRCUIT COURT ★ ESCAMBIA COUNTY, FLORIDA ★

Certified to be a true copy
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: _____ D.C.
Date 3-1-07

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Sheldon Webb shall have until March 15, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: remove all trash, debris and other solid waste as well as over-growth in excess of 12".

If you fail to fully correct the violation within the time required, you will be assessed a fine of $50.00 per day, commencing March 16, 2007. 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 $1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Sheldon Webb.

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.

BK: 6100 PG: 198 Last Page

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Office at 6708 Plantation Rd, 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 this the 1st day of March, 2007.

G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2008 NUISANCE ABATEMENT LIEN PAYOFF

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

County Courthouse Bldg.
223 Palafox Place, Room 103
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien 08/30/2010

Recording Fee
$6.00
$10.50
$15.00
$18.50

Official Records Book: 6629 Page: 1777 View Image

Foreclosure

Original Principal $220.50 Date Of Payoff 03/31/2015

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$220.5	1644	$70.54	$18.50	$10.00	$7.00	$7.00	$333.54

Original Principal $220.50 Date Of Payoff 04/30/2015

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$220.50	1674	$71.72	$18.50	$10.00	$7.00	$7.00	$334.72

CE 09-09 -00501

Recorded in Public Records 06/30/2010 at 01:50 PM OR Book 6629 Page 1777, Instrument #2010056376, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE090906501

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 Sheldon Webb located at 546 S. 1st St. and more particularly described as:

PR# 512S307062520037

LT 52 BLK 37 2ND ADDN TO NEW WARRINGTON PB 1 P 35 OR 5909 P 671 CA 213

A field investigation by the Office of Environmental Enforcement was conducted on May 3, 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	$202.00
Administrative costs	$ 18.50
Total	$220.50

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 19th day of August 2010 by the Interim County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness _____
Print Name Tonya Green

Witness _____
Print Name Angela Gailey

ESCAMBIA COUNTY, FLORIDA

_____
By: Larry M Newsom,
Interim County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2010, by Larry M Newsom, as Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or (_) has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413

(Notary Seal)

_____
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

2008 NUISANCE ABATEMENT LIEN PAYOFF

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

County Courthouse Bldg.
223 Palafox Place, Room 103
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien 06/14/2010

Recording Fee $18.50 (options: $6.00, $10.50, $15.00, $18.50)

Official Records Book: 6602 Page: 858 View Image

Foreclosure ☐

Original Principal $163.50 Date Of Payoff 03/31/2015

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$163.50	1721	$56.02	$18.50	$10.00	$7.00	$7.00	$262.02

Original Principal $163.50 Date Of Payoff 04/30/2015

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$163.5	1751	$56.92	$18.50	$10.00	$7.00	$7.00	$262.92

CE 09-04-02268

Recorded In Public Records 06/14/2010 at 12:50 PM OR Book 6602 Page 858, Instrument #2010037833, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-04-02268

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 Sheldon Webb located at 546 S. 1st St. and more particularly described as:

PR# 512S307062520037

LT 52 BLK 37 2ND ADDN TO NEW WARRINGTON PB 1 P 35 OR 5909 P 671 CA 213

A field investigation by the Office of Environmental Enforcement was conducted on June 19, 2009 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	$ 145.00
Administrative costs	$ 18.50
Total	$ 163.50

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 2nd day of June 2010 by the Interim County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Susan Hendrix
Print Name Susan Hendrix

Witness Tonya Green
Print Name Tonya Green

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 2nd day of June, 2010, by Larry M Newsom, as Interim County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (✓) is personally known to me, or (_) has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8166 **Written Communication** **8. C.**

BCC Regular Meeting

Meeting Date: 05/21/2015

Issue: Written Communication - MSBU Lien - Phillip S. and Tammy J. Howell

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

April 28, 2015, communication from Phillip S. and Tammy J. Howell requesting that the Board waive penalties and fees for two delinquent Municipal Services Benefit Unit Special Assessment Liens that have been placed on the property they own located at Lot 5, Block 15, First Addition, Villa Segunda Subdivision, Pensacola Beach, Florida.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

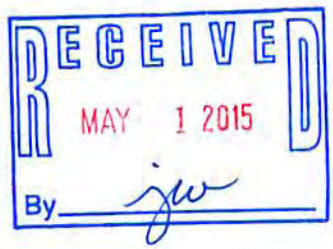
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Phillip S. and Tammy J. Howell

PHILLIP AND TAMMY HOWELL
300 22ND STREET
BELLEAIR BEACH, FL 33786



April 28, 2015

Board of Commissioners
Escambia County
P. O. Box 1591
Pensacola, FL 32591

Dear Board,

We are writing to ask that you waive penalties and fees for the two delinquent MSBU taxes, years 2010 and 2012. The bills for these amounts have only recently been mailed to our correct address and our real property taxes are escrowed through our mortgage company. In fact, one of the addresses to which the bills were directed was to an address in Pensacola at which we have never resided and do not recognize. We not only changed our mailing address when we moved away from Pensacola in 2010, but we also changed our voter registration and address with the property appraisers office to remove our homestead exemption. We are not sure why these bills were not sent to our correct address. While our property taxes are escrowed, we are prepared to promptly pay the base tax amounts and would appreciate your consideration.

Best regards,

Phillip S. Howell
Tammy J. Howell

2014 - 11/18/2014 $119.41 House
↑ Paid in Full

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
221 PALAFOX PLACE
PENSACOLA, FLORIDA 32502

Lot 5 Blk 15
Date: March 24, 2015 Acct# 17-0891-500 Via Registered Mail

NOTICE OF INTENTION TO FILE FORECLOSURE SUIT

To: Phillip Howell
806 Via De Luna Drive
Pensacola Beach, FL 32561
Changed address 2010

Phillip Howell
6847A North 9th Avenue
Pensacola, FL 32504
Unknown

Phillip Howell
300 22nd Street
Belleair Beach, FL 33786
Updated Address

U.S. Small Business Administration
801 Tom Martin Drive, Suite 120
Birmingham, AL 35211

PHH Mortgage Corporation
1 Mortgage Way
Mail Stop L1C
Mt. Laurel, NJ 08054
Escrow

Internal Review Service
400 W. Bay Street, Suite 35045
Jacksonville, FL 32202-4437

Re: Lot 5, Block 15, First Addition, Villa Segunda, a subdivision of a portion of Santa Rosa Island, Escambia County, Florida according to plat recorded in Plat Book 4 at Page 59 of the public records of said County.

TAKE NOTICE that after thirty (30) days from the date of this Notice, Escambia County shall file a bill in chancery to enforce payment of the following special assessments against the above-referenced land upon which the special assessments are delinquent.

Thru 4/30 $413.50 Fire Protection and Island MSBU Assessment Lien dated June 2, 2010, as recorded in Official Record Book 6598, at page 607, of the public records of Escambia County, Florida, plus interest and costs.

Thru 3/30 $413.50 Fire Protection and Island MSBU Assessment Lien dated June 1, 2012, as recorded in Official Record Book 6865 at page 550, of the public records of Escambia County, Florida, plus interest and costs.

This action is taken pursuant to the County's authority to establish, levy and collect special assessments and to enforce payment of delinquent assessments under Chapters 125 and 173 of the Florida Statutes.

You may avoid the filing of the bill in chancery by paying the amounts listed above,

Tax Collectors 35.93 35.02
Tax Attorneys
Count Attorney Steve West Call 850 595 4970

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8164 **Written Communication** **8. D.**

BCC Regular Meeting

Meeting Date: 05/21/2015

Issue: Environmental (Code) Enforcement Lien Relief – 3603 Perdido Lake Road

From: Michael Tidwell, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

April 13, 2015- Communication from Deborah Scherer, JP Morgan Chase Bank requesting that Escambia County provide relief of Code Enforcement Lien attached to property located at 3603 Perdido Lake Road.

Recommendation: That the Board review and consider lien relief request made by Deborah Scherer, JP Morgan Chase Bank, against property located at 3603 Perdido Lake Road.

On August 21, 2014, 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 requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

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 act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

BACKGROUND:

The Office of Environmental Enforcement received a complaint for overgrowth, trash, debris and dilapidated structure. Notice of Violation was mailed to owner and received. Unable to read signature.

Follow up inspections were conducted and revealed violations remain.Case was referred for special magistrate.

Hearing Notice mailed to owners both regular and certified mail. Notices were returned.

May 20, 2014 Hearing held. Court cost in the amount of $1,100.00 awarded to Escambia County. A $50.00 per day was issued with a deadline of June 19, 2014 to abate all violations.

June 18, 2014 Owner failed to comply with order. A letter of non-compliance was mailed to both owner and bank.

February 20, 2015 Violations were abated by the bank.

BUDGETARY IMPACT:

Court Cost: $1,100.00
Fines: $11,800.00

Total: $12,900.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:
If approved by the County Administrator, the County Attorney's Office will prepare the release.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

3603 Perdido Lake Road

Sandra F Slay

From: Deborah Scherer [Deborah.Scherer@gray-robinson.com]
Sent: Monday, April 13, 2015 8:13 AM
To: Environmental Enforcement
Subject: RE LIEN MITIGATION CE-14-03-00602 Chase #0009515180 - 3603 PERDIDO LAKE RD, CANTONMENT, FL 32533

Importance: High

Dear Environmental Enforcement:

Our firm represents JPMorgan Chase Bank, N.A. ("Chase") the servicer for U.S. Bank National Association as Trustee the current owner of the above-referenced property. While the property was in foreclosure, a lien CE-14-03-00602 was recorded against the property but was extinguished during the foreclosure. Our client would like to mitigate the lien and we would like to know if Escambia County has a lien mitigation program. Thank you for your help on this matter and we look forward to working with you.

Sincerely,

Deborah Scherer | Paralegal
GRAY | ROBINSON

401 East Las Olas Blvd., Suite 1000 | Fort Lauderdale, Florida 33301
T: 954-761-8111 | **F:** 954-761-8112 | **D:** 954-713-7831
E-mail | Website | vCard

Facebook | **LinkedIn** | **Twitter**

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

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: 3603 Perdido Lake Road
Property Owner: Gary Cook & Glenda Ogborn
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE140300602

03/14/14 Received complaint. Officer observed overgrowth, trash, debris and dilapidated structure. Notice of Violation mailed to owner was received but unable to read signature.

04/03/14 Violations remain.

05/02/14 Hearing notice mailed to owners both regular and certified mail. Copy of hearing notice posted at property. Notice was returned. Some clean up has occurred.

05/20/14 Special Magistrate ordered a fine in the amount of $50.00 per day and court cost of $1,100.00. Deadline of June 19, 2014 to abated violations.

06/18/14 Owners have failed to comply. Letter of Non-compliance was mailed to both owners and bank.

02/20/15 Violations abated by bank. Certification of Cost mailed to bank and received.

Lien amount	Cost
Fines	$11,800.00
Court Cost	$1,100.00
TOTAL	$12,900.00

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

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 14-03-00602
Location: 3603 Perdido Lake Road
PR# 312N315300000005

US Bank National Association Trustee for Bear STE
7255 Baymeadows Way
Jacksonville, FL 32256

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015029575 04/21/2015 at 12:55 PM
OFF REC BK: 7332 PG: 384 - 384 Doc Type: CEL1
RECORDING: $10.00

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of May 20, 2014; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (r). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of $1,100.00 imposed by the Order of Special Magistrate dated May 20, 2014, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized		Cost
a. Fines ($50.00 per day 6/20/14 - 2/11/15)		$ 11,800.00
b. County Abatement Fees		$ .00
	Total	$ 11,800.00 which

together with the previously imposed costs of $1,100.00 makes a total of 12,900.00.

DONE AND ORDERED at Escambia County, Florida, this 13rd day of April, 2015.

Special Magistrate
Office of Environmental Enforcement

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014036621 05/27/2014 at 02:38 PM
OFF REC BK: 7173 PG: 1940 - 1944 Doc Type: CEO
RECORDING: $44.00

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE# 14-03-00602
LOCATION: 3603 Perdido Lake Rd
PR# 312N315300000005

Gary Cook & Glenda Ogborn
3603 Perdido Lake Rd
Cantonment, FL 32533

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, NONE OF THE ALLEGED VIOLATORS APPEARED AFTER DUE NOTICE, 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 following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☑ 42-196 (d) Overgrowth

☑ 30-203 Unsafe Building; Described as ☑ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☐ (p) ☐ (q) ☑ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: GARY COOK & GLENDA OGBORN shall have until JUNE 19, **2014** to correct the violation and to bring the violation into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [x] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50 . 00 per day, commencing JUNE 20, 2014. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to 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 take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1100.00 are awarded in favor of Escambia County as the prevailing party against GARY COOK AND GLENDA OGBORN.

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 will certify to the Special Magistrate all costs 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 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this 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 20TH day of MAY, 2014.

Jeffrey T Sauer
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8184 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Atwood Redevelopment Area
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

BACKGROUND:

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

On May 21, 2015, at 8:45 a.m., a CRA Meeting was convened to recommend to the Board to conduct a Public Hearing to adopt a Resolution designating Atwood Community as a redevelopment area.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Resolution has been reviewed and signed off as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to adopt a Resolution for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA staff will coordinate the process for the implementation of this program. CRA will ensure proper advertisement.

Attachments

Resolution-Atwood-May2015

RESOLUTION R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE ATWOOD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Atwood Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

a) The Board of County Commissioners finds that the area referred to as the "Proposed Atwood Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes in the Proposed Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/10/15

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Proposed Atwood Redevelopment Area

Exhibit A

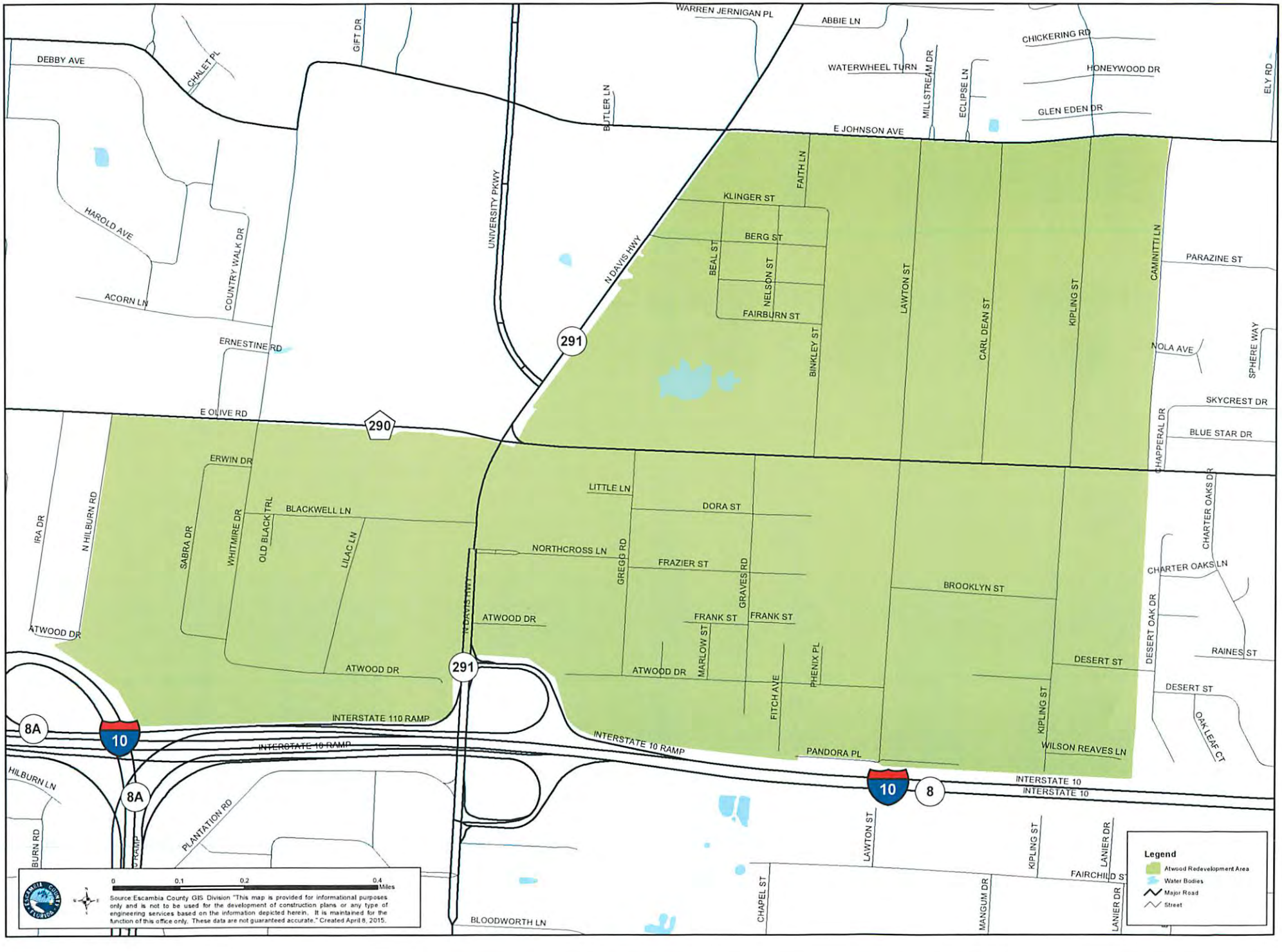


EXHIBIT "A"

Description
Atwood Community Redevelopment Area (CRA)
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies);thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

Findings of Necessity
Proposed Atwood Redevelopment Area

Introduction

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Atwood Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of blight as described in Florida Statute 163.340(8) (a) and (b).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:



The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

integrity and value of existing development or in redevelopment. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 99% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.





Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

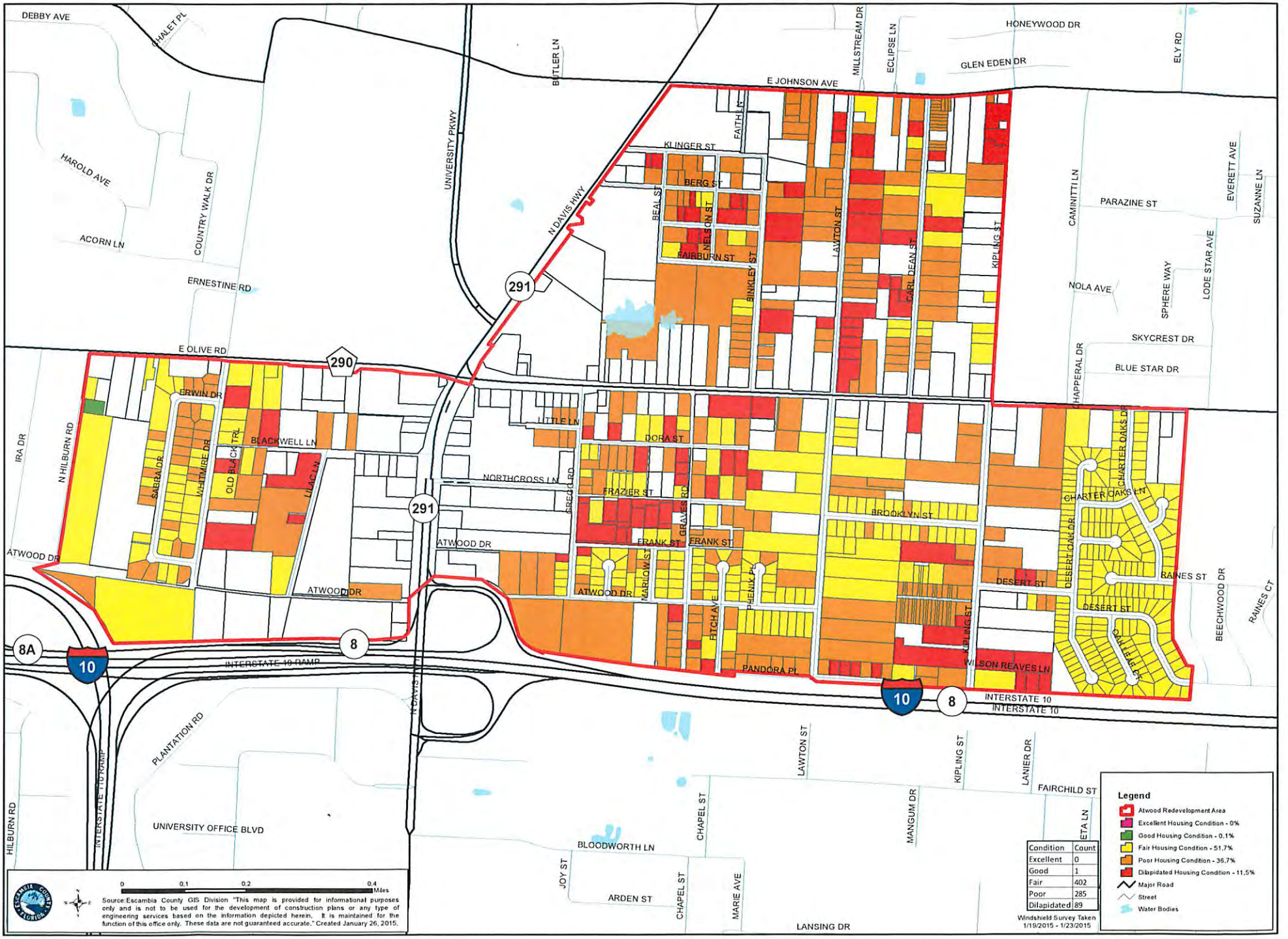
slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.



Vacant Commercial Buildings



Atwood Redevelopment Area: Housing Conditions



AI-8207 **11.**
BCC Regular Meeting
Meeting Date: 05/21/2015
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

RECOMMENDATION TO BE DISTRIBUTED UNDER SEPARATE COVER

Attachments

No file(s) attached.

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-8171 **Clerk & Comptroller's Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: TDT Collections Data for the March 2015 Returns Received in April 2015
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the March 2015 Returns received in April 2015

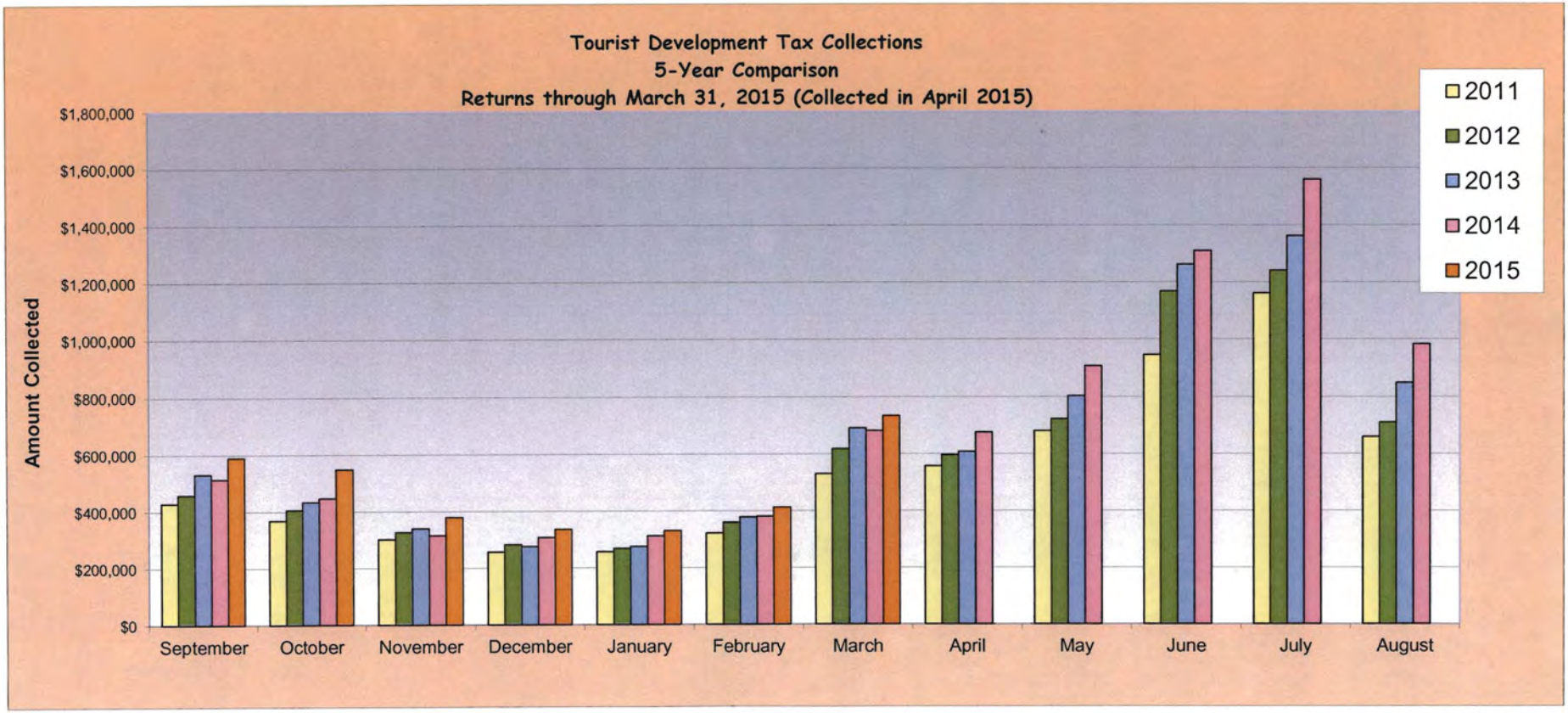
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2015 returns received in the month of April 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2015; total collections for the month of March 2015 returns was $734,256.72; this is a 7.82% increase over the March 2014 returns; total collections year-to-date are 12.57% more than the comparable time frame in Fiscal Year 2014.

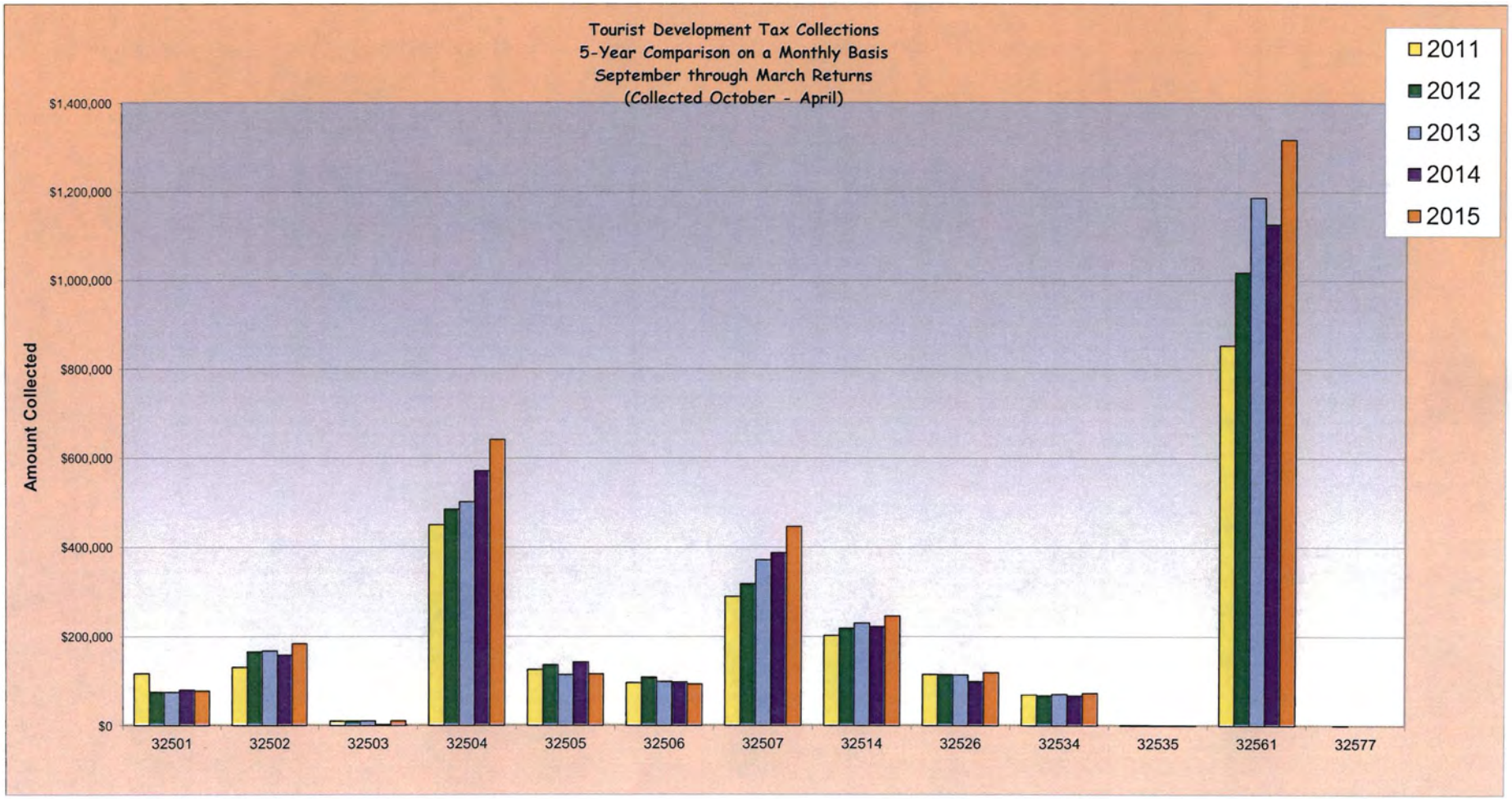
Attachments

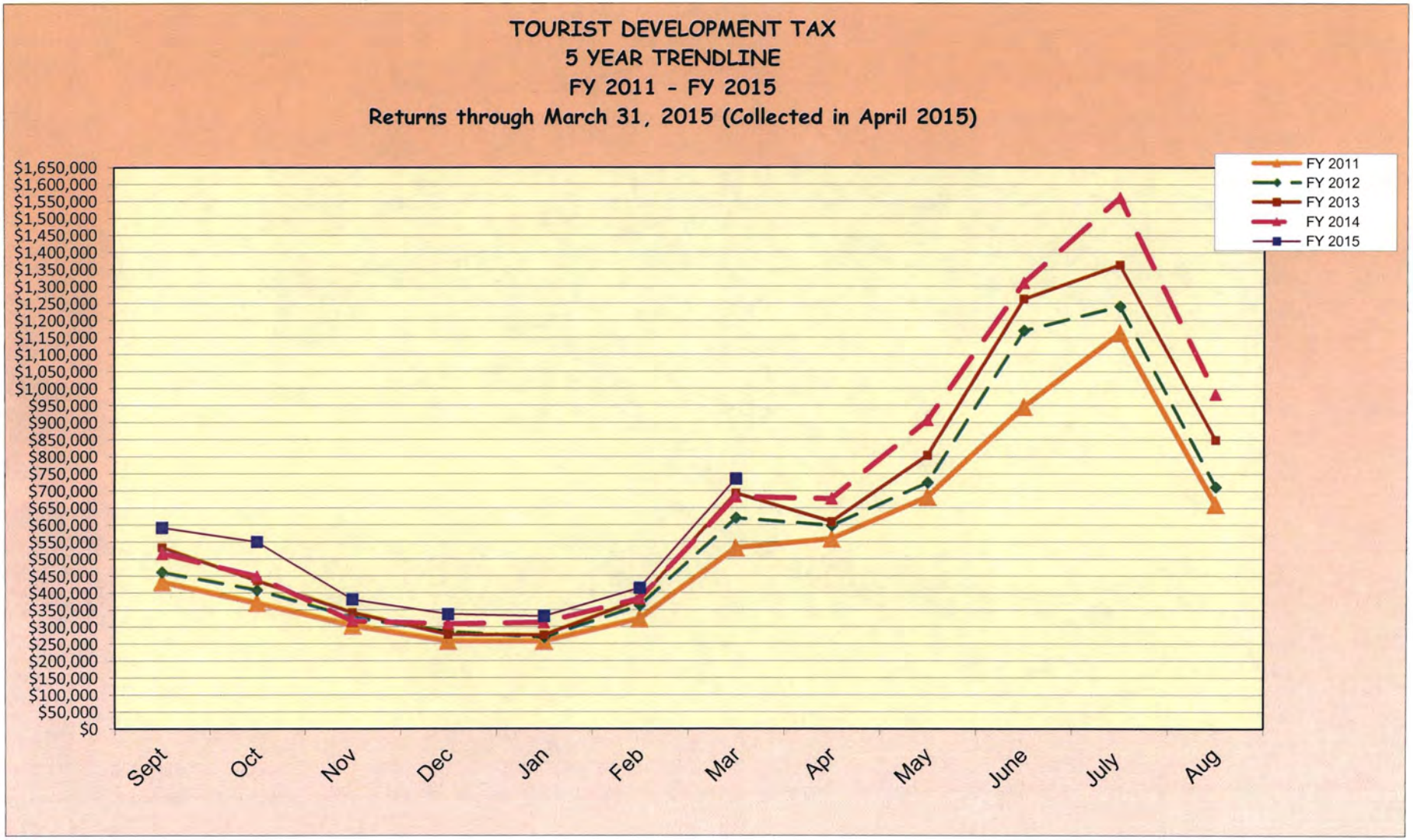
TDT Collection for March 2015 returns received in the month of April 2015

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF APRIL 2015

Zip Code	Fiscal Year 2015 YTD Collected	Fiscal Year 2014 YTD Collected	Difference	% Change
32501	78,398	80,243	(1,845)	-2%
32502	184,017	158,179	25,838	16%
32503	11,113	2,638	8,475	321%
32504	641,725	571,722	70,003	12%
32505	115,666	142,638	(26,972)	-19%
32506	93,343	97,991	(4,648)	-5%
32507	446,544	387,448	59,096	15%
32514	245,615	222,308	23,307	10%
32526	119,599	99,446	20,153	20%
32534	73,455	67,295	6,160	9%
32535	921	999	(78)	-8%
32561	1,318,281	1,126,500	191,781	17%
32562	-	-	-	0%
32577	415	-	415	0%
Total	**$ 3,329,092**	**$ 2,957,407**	**$ 371,685**	**13%**


Tourist Development Tax Collections
5-Year Comparison
Returns through March 31, 2015 (Collected in April 2015)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2011
2012
2013
2014
2015


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September through March Returns
(Collected October - April)
2011
2012
2013
2014
2015
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2011 - FY 2015
Returns through March 31, 2015 (Collected in April 2015)
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2011
FY 2012
FY 2013
FY 2014
FY 2015

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2015
AS OFAPRIL 30, 2015

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	12,081	2%	28,432	5%	1,001	0%	90,027	15%	17,610	3%
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	38,935	5%	2,281	0%	128,719	18%	24,175	3%
Total	$ 78,398	2%	$ 184,017	6%	$ 11,113	0%	$ 641,725	19%	$ 115,666	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	2%
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,775	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,368	15%	47,807	7%	27,868	4%	13,465	2%
Total	$ 93,343	3%	$ 446,544	13%	$ 245,615	7%	$ 119,599	4%	$ 73,455	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	124	0%	275,711	47%	-	0%	-	0%	589,691	100%
11/14	213	0%	243,220	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,615	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,807	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,990	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,271	100%
04/15	162	0%	304,391	41%	-	0%	-	0%	734,257	100%
Total	$ 921	0%	$ 1,318,281	40%	$ -	0%	$ 415	0%	$ 3,329,092	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF APRIL 30, 2014

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 Including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	13,056	3%	21,773	4%	74	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,840	6%	127	0%	70,183	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
02/14	10,841	3%	21,057	7%	178	0%	74,550	24%	13,539	4%
03/14	10,364	3%	21,766	6%	218	0%	81,636	21%	31,380	8%
04/14	13,428	2%	34,102	5%	1,536	0%	120,455	18%	44,655	7%
Total	$ 80,243	3%	$ 158,179	5%	$ 2,638	0%	$ 571,722	19%	$ 142,638	5%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%
12/13	12,565	4%	29,239	9%	23,703	8%	13,183	4%	8,082	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
02/14	13,039	4%	36,787	12%	27,435	9%	15,556	5%	9,583	3%
03/14	13,708	4%	51,525	14%	29,970	8%	13,106	3%	9,134	2%
04/14	19,467	3%	96,984	14%	41,558	6%	17,608	3%	12,382	2%
Total	$ 97,991	3%	$ 387,448	13%	$ 222,308	8%	$ 99,446	3%	$ 67,295	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	241	0%	236,152	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,726	43%	-	0%	-	0%	447,045	100%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,476	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
02/14	54	0%	89,220	29%	-	0%	-	0%	311,839	100%
03/14	73	0%	118,477	31%	-	0%	-	0%	381,359	100%
04/14	230	0%	278,608	41%	-	0%	-	0%	681,011	100%
Total	$ 999	0%	$ 1,126,500	38%	$ -	0%	$ -	0%	$ 2,957,407	100%

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,423
NOV	OCT	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018
DEC	NOV	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751
JAN	DEC	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952
FEB	JAN	67,836	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497
MAR	FEB	74,453	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068
APR	MAR	103,411	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564
	TOTAL	**$575,972**	**$527,619**	**$549,581**	**$517,668**	**$532,056**	**$616,198**	**$680,099**	**$731,174**	**$739,352**	**$832,273**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015									
Month Of Collection	For The Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OCT	SEP	$302,728	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253
JAN	DEC	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856
FEB	JAN	205,121	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492
MAR	FEB	225,806	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204
APR	MAR	312,491	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693
	TOTAL	**$1,736,664**	**$1,582,857**	**$1,648,744**	**$1,553,005**	**$1,596,169**	**$1,848,592**	**$2,040,295**	**$2,193,521**	**$2,218,057**	**$2,496,819**

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-8220 **Clerk & Comptroller's Report** **12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: April 2015 Investement Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning the April 2015 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2015, as required by Ordinance Number 95-13; on April 30, 2015, the portfolio market value was $270,166,919 and portfolio earnings totaled $122,481 for the month; the short-term portfolio yield was 0.20%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.13%; the enhanced cash portfolio achieved a yield of 0.53%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.23%; the long-term CORE portfolio achieved a total return of 0.05%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.03%.

Attachments

April 2015 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
April 30, 2015

Prepared by:

Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2014-2015
April 30, 2015

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value March 31, 2015	Market Value April 30, 2015
Bank Accounts	$ 23,021,734	$ 21,834,428
Money Market Accounts	55,227,826	55,238,785
State Board of Administration	56,232,746	55,241,137
Certificates of Deposit	10,000,000	10,000,000
Money Market Mutual Fund	2,139,683	119,729
U.S. Treasury Bond/Notes	49,121,358	49,197,752
Federal Agency Bond/Note	36,591,500	38,585,399
Municipal Bonds	5,458,962	5,452,786
Corporate Notes	24,515,971	24,513,610
Commercial Paper	9,983,293	9,983,293
Total Portfolio Assets:	$ 272,293,073	$ 270,166,919
Current Month Earnings:	**$ 133,332**	**$ 122,481**
Fiscal Year to Date Earnings:	**$ 875,205**	**$ 997,687**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	March 31, 2015	April 30, 2015
Market Value	**$ 144,482,306**	**$ 142,314,349**
Short Term Portfolio Yield:	**0.20%**	**0.20%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.13%	0.13%
Fiscal YTD Earnings:	**$ 119,885**	**$ 142,729**

ENHANCED CASH PORTFOLIO:	March 31, 2015	April 30, 2015
Market Value	**$ 40,092,929**	**$ 40,088,400**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.51%**	**0.53%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.27%	0.23%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.53%	0.55%
Effective Duration (Years)	**1.10**	**1.08**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.79	1.79
Fiscal YTD Earnings:	**$ 62,625**	**$ 79,632**

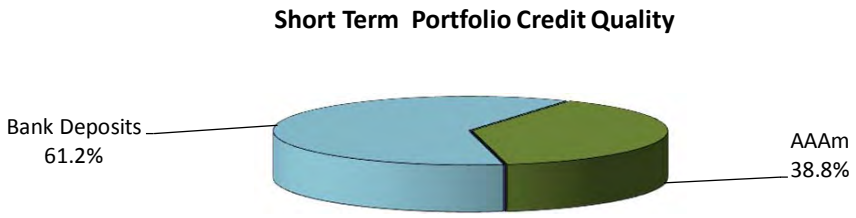
LONG TERM CORE PORTFOLIO:	March 31, 2015	April 30, 2015
Market Value	**$ 87,717,838**	**$ 87,764,169**
CORE Portfolio Yield to Maturity at Cost:	**1.14%**	**1.15%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.79%	0.82%
CORE Portfolio Total Return:	**0.43%**	**0.05%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.42%	0.03%
Effective Duration (Years)	**2.70**	**2.68**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.63	2.61
Fiscal YTD Earnings:	**$ 692,695**	**$ 775,326**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2014-2015
April 30, 2015

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

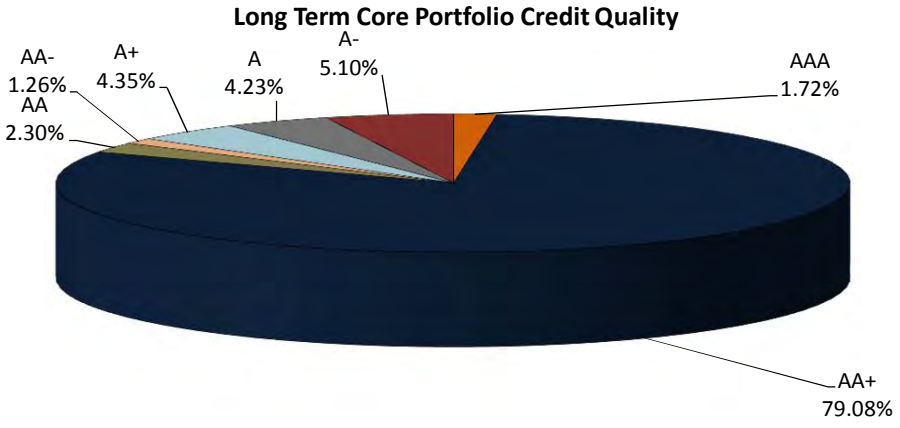
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 21,834,428	15.3%
Money Market Accounts	55,238,785	38.8%
Certificates of Deposit	10,000,000	7.0%
State Board of Administration	55,241,137	38.8%
Total Short Term Portfolio Assets:	**$ 142,314,349**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

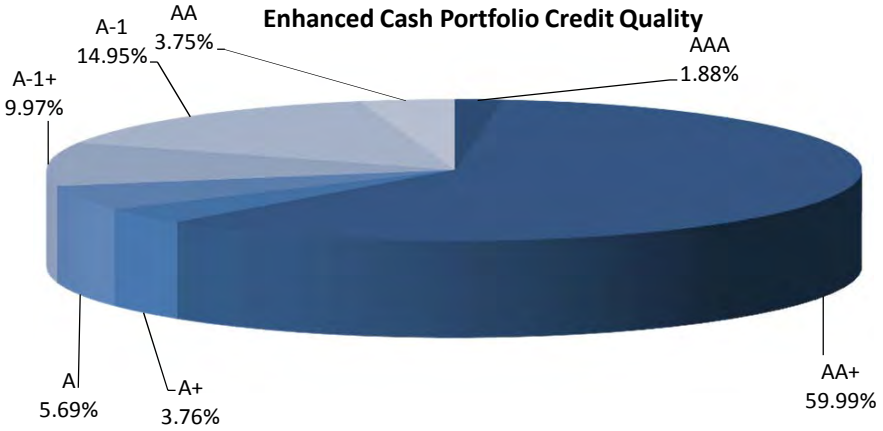
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 38,684,158	44.1%
Federal Agency Bond / Note	26,572,154	30.3%
Municipal Obligations	5,452,786	6.2%
Corporate Note	16,961,865	19.3%
Money Market Mutual Fund - Federated Government	93,205	0.1%
Total Long Term Core Portfolio Assets:	**$ 87,764,169**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 10,513,594	26.2%
Federal Agency Bond / Note	12,013,245	30.0%
Corporate Note	7,551,745	18.8%
Commercial Paper	9,983,293	24.9%
Money Market Mutual Fund - Federated Government	26,524	0.1%
Total Enhanced Cash Portfolio Assets:	**$ 40,088,400**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
April 30, 2015

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	55,241,137	20.4%	25%	Yes
United States Treasury Securities		49,197,752	18.2%	100%	Yes
Federal Instrumentalities		38,585,399	14.3%	100%	Yes
Certificates of Deposit		10,000,000	3.7%	20%	Yes
Savings Accounts		55,238,785	20.4%	100%	Yes
Commercial Paper		9,983,293	3.7%	25%	Yes
Corporate Notes		24,513,610	9.1%	20%	Yes
State and/or Local Government Debt		5,452,786	2.0%	25%	Yes
Bank Accounts - Bank of America		21,834,428	8.1%	100%	Yes
Money Market Mutual Fund		119,729	0.0%	50%	Yes
Total Investment Holdings	**$**	**270,166,919**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,499,070	0.9%	5%	Yes
American Honda Finance	904,216	0.3%	5%	Yes
Apple Inc. Corporate Notes	750,452	0.3%	5%	Yes
Bank Accounts - Bank of America	21,834,428	8.1%	100%	Yes
Bank of New York Mellon Corporate Notes	751,598	0.3%	5%	Yes
Bank of Tokyo Commercial Paper	1,997,033	0.7%	10%	Yes
Calleguas Water District, CA REV Bond	1,508,040	0.6%	10%	Yes
Caterpillar Corporate Notes	1,454,808	0.5%	5%	Yes
City of New York	1,716,745	0.6%	10%	Yes
Chevron Corporation Corp Notes	752,934	0.3%	5%	Yes
Coca-Cola Co. Commercial Paper	1,996,150	0.7%	10%	Yes
Coca-Cola Company	580,789	0.2%	5%	Yes
Exxon Mobil Corporate Notes	753,850	0.3%	5%	Yes
Federal Farm Credit Bank	2,499,324	0.9%	5%	Yes
Federal Home Loan Bank (FHLB)	8,663,919	3.2%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	9,875,619	3.7%	25%	Yes
Federal National Mortgage Association (FNMA)	17,546,536	6.5%	25%	Yes
Fidelity Institutional Government MMF	119,729	0.0%	25%	
Florida Prime (SBA)	55,241,137	20.4%	25%	Yes
General Electric Corporate Notes	4,030,651	1.5%	5%	Yes
Hancock Bank	22,545,999	8.3%	10%	Yes
HSBC Holdings PLC	1,002,649	0.4%	5%	Yes
John Deere Corporate Notes	763,508	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	2,773,769	1.0%	5%	Yes
Merk & Co Corporate Notes	751,628	0.3%	5%	Yes
Mississippi State	759,140	0.3%	10%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2014-2015
April 30, 2015

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
MUFG Union Bank Commercial Paper		1,997,122	0.7%	**10%**	**Yes**
PACCAR Financial Corp Notes		751,980	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,976,469	0.7%	**5%**	**Yes**
Servisfirst Bank		25,140,466	9.3%	**10%**	**Yes**
State of Connecticut		679,592	0.3%	**10%**	**Yes**
Sumitomo Mitsui Trust NY Commercial Paper		1,997,116	0.7%	**10%**	**Yes**
Summit Bank Money Market Account		17,552,319	6.5%	**10%**	**Yes**
Toyota Corporate Notes		1,102,355	0.4%	**5%**	**Yes**
Toyota Motor Credit Commercial Paper		1,995,872	0.7%	**10%**	**Yes**
United States Treasury Securities		49,197,752	18.2%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		789,270	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes		2,912,886	1.1%	**5%**	**Yes**
Total Investment Holdings	**$**	**270,166,919**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-8198 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: Write-off of Returned Checks & Accounts Receivables
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt the Resolution authorizing the write-off of $22,970.00 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

May 21, 2015 Uncollectible Resolution

RESOLUTION R2015-

WHEREAS, certain returned checks and other receivables totaling **$22,970.00** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list and all returned checks which meet the qualifications per State Statute §68.065 have been transferred to the State Attorney's Worthless Check Division.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

THRU: Lorraine Hudson
Manager, Treasury/Payroll

FROM: Betsy H Wooten
Accountant, Treasury

DATE: May 6, 2015

SUBJECT: Returned Checks and Receivables Write-Off
Ended 04/30/2015

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to December 30, 2014) and uncollectible receivables at April 30, 2015. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund	Amount
State of Florida-Sorrento Rd	09/30/2012	352	$ 22,000.00
Patty McGraw	12/23/2014	111	$ 970.00
Total			**$ 22,970.00**

Grand Total	**$ 22,970.00**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-8237 **Clerk & Comptroller's Report** **12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: Acceptance of Documents
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the *Second Amendment to DEP Agreement No. T1115, Escambia County - Jones Swamp Trail Extension 3, Non-Motorized Diverse Use*, executed by the Chairman on March 3, 2015, based on the Board's action of April 5, 2012, approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011-2012 Project Agreement (#T1115)* and authorizing the Chairman to sign any subsequent Grant-related documents.

Attachments

20120405 CAR II-14

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

14. Taking the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, under the Recreational Trails Project Number T11015 (Funding: Fund 110, Other Grants and Projects, new Cost Center, in the amount of $200,000; Grant match, in the amount of $200,000, from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, and from in-kind services):

    A. Approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (*#T1115) between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon an FDEP $200,000 Grant, effective upon execution of the Agreement; and

    B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

15. Authorizing the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Application; exemptions, *(Subsection)* (6), and awarding a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of $157,398 *(which includes the $87,043 base price and options totaling $70,355)*, for the Department of Solid Waste Management (Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401).

AI-8206 **Clerk & Comptroller's Report** **12. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
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 May 7, 2015;

B. Approve the Minutes of the Attorney-Client Session held May 7, 2015;

C. Approve the Minutes of the Special Board Meeting held May 7, 2015; and

D. Approve the Minutes of the Regular Board Meeting held May 7, 2015.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8211 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/21/2015
Issue: Schedule of Public Hearings
From: Horace Jones, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

June 2, 2015

5:48 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Perdido Landfill North Borrow Pit

5:49 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Perdido Landfill East Borrow Pit

5:50 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – North End Camp Borrow Pit

5:51 p.m. - A Public Hearing - Operational Permit: Existing Resource Extraction Facility – Green's Borrow Pit

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8087 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Resolution for Fees Associated with Large Outdoor Event Permit Application
From: Amy Lovoy, Interim Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution for Fees Associated with Large Outdoor Event Permit Applications - Amy Lovoy, Interim Assistant County Administrator

That the Board adopt a Resolution establishing a schedule of fees associated with processing applications for permits for large outdoor entertainment events, per the Outdoor Entertainment Event Ordinance, which was adopted on January 8, 2015. The specific fees requiring approval are the Outdoor Event Permit Application Fee, Electronic Message Board Fee, and refundable Cleanup Deposits.

BACKGROUND:

On January 8, 2015, the Board adopted an Ordinance regulating large outdoor entertainment events with anticipated daily attendance of over 5,000 people. Staff developed a permit application and process for such events encompassing the specifics of the Ordinance. Per the Ordinance, the application fee must be established by Resolution (see Section 86-213 of the attached Ordinance and the attached Resolution). All of the other fees on the application have been previously approved by the Board for Public Safety Department and Parks & Recreation Department, except for the Electronic Message Board Fee for portable message boards from Road Operations Division and the Cleanup Deposits as necessary by Risk Management Division.

BUDGETARY IMPACT:

Budgetary impact of the permit application fee and other fees resulting from this Resolution will be negligible.

LEGAL CONSIDERATIONS/SIGN-OFF:

Resolution was prepared and approved as to form and legal sufficiency by the County Attorney Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Resolution establishing application fee is required per Section 86-213, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Resolution will become effective upon adoption by the Board.

Attachments

Resolution - Large Outdoor Events Application

Outdoor Entertainment Event Ordinance

RESOLUTION R2015-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING A SCHEDULE OF FEES ASSOCIATED WITH PERMITS FOR LARGE OUTDOOR ENTERTAINMENT EVENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 8, 2015, the Board of County Commissioners adopted Ordinance No. 2015-1, regulating large outdoor entertainment events; and

WHEREAS, Ordinance No. 2015-1 contemplates that the Board of County Commissioners will establish by resolution certain fees associated with processing applications for permits for large outdoor entertainment events;

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 incorporated herein by reference.

Section 2. The Board of County Commissioners hereby adopts the schedule of fees associated with processing applications for permits for large outdoor entertainment events that is attached to this resolution as Exhibit A.

Section 3. This resolution shall become effective upon its adoption.

Adopted this ____ day of May, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Apr. 28, 2015

OUTDOOR EVENT PERMIT APPLICATION

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
(850) 471-6400 outdoorevents@myescambia.com

INSTRUCTIONS: Applicable pages must be filled out completely and submitted with payment and certificates of insurance at least 60 days prior to the event. For questions about requirements, fees or the application process, please call (850) 471-6400 or e-mail outdoorevents@myescambia.com. Large Outdoor Entertainment Events are regulated by Sections 86-211 through 221, Escambia County Code of Ordinances; in the event of any conflict between the provisions of this application and the ordinance, the ordinance shall control.

APPLICANT & EVENT ORGANIZER INFORMATION

☐ INDIVIDUAL ☐ NOT-FOR-PROFIT ☐ FOR PROFIT ☐ CHARITY ☐ CHURCH ☐ OTHER

Name of Applicant: _____ Name of Organization: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Alternate Phone: _____ Email: _____

Event Chairperson (if different from applicant): _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Alternate Phone: _____ Email: _____

EVENT INFORMATION

☐ CONCERT ☐ PARK FESTIVAL ☐ STREET FESTIVAL ☐ RUN/WALK ☐ FUNDRAISER
☐ PARADE/PROCESSION ☐ SPORTS EVENT ☐ FISHING EVENT ☐ PRIVATE EVENT ☐ SALE/MARKET
☐ OTHER

Event Name: _____

Event Location: _____ Date(s) of Event _____ to _____

Time of Event: Day 1 _____ to _____ Day 2 _____ to _____ Day 3 _____ to _____

Set Up Date: _____ Set Up Time: _____ Breakdown Date: _____ Breakdown Time: _____

Will an Admission Fee be charged: ☐ Yes ☐ No` Admission Fee: _____

If YES, will tickets be sold in advance, at the gate or both? ☐ In Advance ☐ At the Gate ☐ Both

Estimated Attendance: _____ /per day Is this an annual event? ☐ Yes ☐ No

If YES, list the date(s) requested next year, if available: _____ to _____

Assembly, Dispersal and Parking Location: _____

Number of Vehicles That Will Participate in Event: _____

Method of Notifying Participants of Terms and Conditions of Event: _____

A Fire Safety Inspection must be completed prior to the commencement of the event.

SPECIAL EVENT QUESTIONS

Please answer all questions and attach a site plan and additional documents to the application.

1. Will restroom facilities and adequate potable water be available on site? ☐ Yes ☐ No

   If yes, describe: _____

2. Is electrical power necessary and available along with the required facilities? ☐ Yes ☐ No

   If yes, describe:

3. Will there be amplified sound (live or recorded music, loudspeakers, etc)? ☐ Yes ☐ No

   If yes, times requested: _____ to _____

4. Will food or non-alcoholic beverages be sold or given away? ☐ Yes ☐ No

5. Will food be cooked at the event? ☐ Yes ☐ No

6. Will there be adequate garbage and litter cleanup during and after event? ☐ Yes ☐ No

7. Will alcoholic beverages be sold or given away? ☐ Yes ☐ No

   If yes, liquor liability insurance must be attached. Also, applicant must consult with Risk Management and Development Services Department on the required insurance amount and alcohol permissions.

8. Will there be fireworks? ☐ Yes ☐ No

   If yes, Fireworks Exhibition Permit Application must be attached.

9. Will unimproved lots be used for parking? ☐ Yes ☐ No

   If yes, a Parking Management Plan must be attached.

10. Will a County park or other public facility be utilized? ☐ Yes ☐ No

    If yes, a Park Rental Application or Facility License must be attached.

11. Will vendors be selling merchandise, food or wares? ☐ Yes ☐ No

    If yes, a Vendor Information Form must be attached. Also, all food vendors must meet the requirements for cooking operations during public events (included in this application).

12. Will tents larger than 30x30 be erected? ☐ Yes ☐ No

    If yes, a Tent Permit must be attached. All booths or tents, regardless of size, must have a minimum of (1) 2A10BC fire extinguisher that has been inspected and tagged by a licensed fire extinguisher contractor.

13. Will stages or platforms be erected? ☐ Yes ☐ No

    If yes, applicant must consult with the Building Inspections at (850)595-3550 for applicable permits and to schedule inspections prior to event commencement.

14. How many members of the applicant's staff will be supporting the event? _____

15. What is the method of communication used by staff during event (radios, etc)? _____

16. How will event staff be identified (t-shirts, badges, etc.)? Please describe or attach depiction. _____

ADDITIONAL REQUIRED DOCUMENTS

Below are documents that are required to be submitted with the application prior to permit being issued, if approved.

Florida Division of Corporations Annual Report

Tax Exempt Certificate and/or 501(c)3 Documentation

If entity is claiming tax exempt and/or non-profit status

Event Site Plan and/or Route Map

Site Plan must show the assembly, dispersal, parking areas, and all temporary construction or structures (stages, booths, water and toilet facilities, etc.). A Management of Traffic (MOT) Plan may also be necessary, depending upon event type, and must be submitted along with Site Plan for the event.

Map(s) must be approved by Development Services, Community & Environment/Environmental Services, Escambia County Sheriff's Office, and the Public Safety Department. Depending upon the specific type of event, the approval of other County Departments may also be required.

Cleanup Plan

Cleanup Plan must be submitted with a bond, as determined by Risk Management Division.

All cleanup activities must be completed within 24 hours of the end of the event

Insurance Certificate(s)

Certificate(s) must list Escambia County as an additional insured on all insurance coverage. Other additional insured may be required, depending upon scope and/or location of event. Certificate holder should read:

Escambia County
221 Palafox Place
Pensacola, FL 32502

Cancellation Policy

- The Cleanup Deposit will be returned if the event is cancelled prior to the date of the event. (Restrictions may apply based on the event location.

- No Permit Fees will be refunded if the event is cancelled before or after the scheduled event date.

- Although Permit Fees are non-refundable, if an event is cancelled due to inclement weather, the permit fee can be credited towards an alternate date. Event organizers must be in touch with County before the scheduled event date or no more than three (3) business days following the scheduled event date to reschedule. The alternate date must be within eight (8) months of the original scheduled event date.

ADA Accessibility Guidelines

- Event organizers must make the event accessible to people with disabilities to the greatest extent possible in compliance with the requirements of the Americans with Disabilities Act (ADA). If the event calls for portable restroom facilities, 5% of the total number of portable restroom units and at least one (1) in each grouping of units must be accessible to persons with disabilities.

- Accessible parking must be provided for persons with disabilities. Depending on the location, designated accessible parking lots must be utilized for accessible parking for the event. Information regarding accessible parking locations should be included as part of the event advertising and clearly marked at the event site. At a minimum, all event personnel and volunteers should be aware of the locations of accessible parking to direct persons with disabilities and handicap tags to the appropriate parking areas.

Use of State Roads

- Any event that requires the use of a State Road must complete the appropriate paperwork and submit it with the application.

COUNTY APPROVAL FORM

Event organizers must receive approval from all required departments below. Some departments may be required if they are applicable to the event. Read the field of expertise to determine which applies to the event. When emailing staff please copy outdoorevents@myescambia.com. If department approval is received via email, please attach approving email(s) to permit application.

Department or Agency	Contact Information	Field of Expertise	Contact Method
Sheriff's Department	(850) 436-9630 (850) 436-9350 gcraig@escambiaso.com	Street Closures; Traffic Run/Walk/Bicycle Routes; Security	☐ Email ☐ Phone ☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Public Safety/EMS	(850) 471-6526 ems@myescambia.com	EMS Requirements	☐ Email ☐ Phone ☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Public Safety/Fire Rescue	(850) 475-5530 fire@myescambia.com	Fire Lane; Fire Truck; Outdoor Cooking/ Grilling; Flame Activities; Fireworks Exhibition Permits; Permits for Large Tents; Operational Permits (Fire Safety Inspection)	☐ Email ☐ Phone ☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Risk Management (850) 595-4765
risk@myescambia.com

Insurance Requirements; Alcohol Insurance; Live Animal Insurance; Liability Risks

☐ Email
☐ Phone
☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Building Inspections (850) 595-3581
buildinginspections@myescambia.com

Stages and Platforms

☐ Email
☐ Phone
☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Community and Environment (850) 595-4988
communityenvironment@myescambia.com

Environmental impact; Boating and Water Requirements

☐ Email
☐ Phone
☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Parks and Recreation (850) 475-5220
recreation@myescambia.com

Park Rentals; Facility Licenses

☐ Email
☐ Phone
☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

Number/Type of Personnel Assigned: _____

Development Services	(850) 595-3475 hljones@myescambia.com	Zoning; Land Use Authorization; Site Map Alcohol Use Sign-off (1-2 day events)	☐ Email ☐ Phone ☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

Public Works/Road Operations	(850) 494-5860 roads@myescambia.com	County Road Closures/ Detours; Road Signage; Mgmt. of Traffic Plan	☐ Email ☐ Phone ☐ In Person

Approval Received

Name/Title: _____ Signature: _____ Date: _____

Comments/Conditions: _____

_____

Number/Type of Personnel Assigned: _____

OUTDOOR CLEAN-UP FORM

It is understood than cleanup will begin immediately following the event and be completed within 24 hours. Cleanup includes but is not limited to the removal of all garbage, signs, banners, tents and traffic control devices (i.e. cones, barrels, signs, barricades, and Changeable Message Signs) from the event area, public right-of-way, and/or County property. Inspection will then be made by a Code Enforcement Officer to determine bond disposition. Failure to adequately clean up event site may result in forfeiture of full or partial clean-up bond. The undersigned agrees to accept all responsibility for event cleanup. Deposit refunds will be processed in the next available check cycle of Escambia County.

Name of Special Event: _____

Date(s) of Special Event: _____

Event Location: _____

Deposit Amount: ☐ $500 ☐ $1,000 ☐ On File

Refund Requested: ☐ Yes ☐ No

Please attach cleanup plan. If performing self clean or using volunteers, name and contact information must be provided for the person in charge of overseeing the cleanup.

Contact Name: _____

Contact Phone Number: _____

_____ _____

Printed Name Signature of Responsible Party

_____

Date

VENDOR INFORMATION

List all food and/or beverage vendors who will be participating in the event. Mark the type of vendor they are. If they will be providing both food and beverage services mark both. Outdoor cooking is considered any cooking done out in the open and not in a concessrion vehicle.

Vendor Type	Business Name	Contact Person	Phone Number	Outdoor Cooking
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No
☐ Food ☐ Beverage ☐ Other				☐ Yes ☐ No

The following information is being provided to insure that all parties are aware and understand the requirements for cooking operations during special events. The information provided below is the minimum requirements as included in the Florida Fire Prevention Code FFPC (2010 Edition). These requirements will be subject to on-site inspection and review. Any deviations to minimum requirements shall only be allowed with the approval of the authority having jurisdiction.

10.11.2 Open Fires

□ **10.11.5.1** Open fires and cooking fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available.

10.11.2 The AHJ shall have the authority to prohibit any or all open fires when atmospheric conditions or local circumstances make such fire hazardous.

□ **10.15 Special Outdoor Events, Carnivals, and Fairs**

10.15.2 The AHJ shall be permitted to regulate all outdoor events such as carnivals and fairs as it pertains to access for emergency vehicles; access to fire protection equipment; placement of stands, concession booths, and exhibits; and the control of hazardous conditions dangerous to life and property.

□ **10.15.8 Cooking.** Concession stands utilized for cooking shall have a minimum of 10 ft (3 m) of clearance on two sides and shall not be located within 10 ft (3 m) of amusement rides or devices.

50.1.1* The design, installation, operation, inspection, and maintenance of all public and private commercial cooking equipment shall comply with this chapter and NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*.

50.2.1.1 Cooking equipment used in processes producing smoke or grease laden vapors shall be equipped with an exhaust system that complies with all the equipment and performance requirements of this chapter. [**96**:4.1.1.2]

50.2.1.1.1 Cooking equipment that has been listed in accordance with UL 197, Standard for Commercial Electric Cooking Appliances, or an equivalent standard for reduced emissions shall not be required to be provided with an exhaust system [**96**:4.1.1.1]

50.2.1.9* Cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with NFPA 96 or this chapter. [**96:**4.1.9]

Page 2 is required to be signed.

NFPA 96 (2008 Edition)

10.1.1 Fire-extinguishing equipment for the protection of grease removal devices, hood exhaust plenums, and exhaust duct systems shall be provided.

10.1.2* Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal device, or duct shall be protected by fire-extinguishing equipment.

10.2.1 Fire-extinguishing equipment shall include both automatic fire-extinguishing systems as primary protection and portable fire extinguishers as secondary backup.

I attest that all requirements noted above have been met or addressed in the documentation provided for review and approval and understand that inadequate or incorrect content is cause for permit denial.

_____ _____

Signature of Applicant or Applicant's Representative **Date**

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Escambia County to hold a Special Event within Escambia County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless Escambia County, its subsidaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occuring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expense, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occuring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understand the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this _____ day of _____ in 20____.

Name of Special Event: _____

Date(s) of Special Event: _____

_____
Notary Signature

_____
Name of Organization

_____
Printed Name

(STAMP)

_____
Signature of Legally Authorized Reprensentative

_____
Title

FEE SCHEDULE

Required Fee	Amount
Outdoor Event Permit Application Fee	$250
Cleanup Deposit (Run, Walk, Bicycle Event, Parade)	$500*
Cleanup Deposit - Single Day Event - "stationary"	$500*
Cleanup Deposit - Multi-Day Event - "stationary" or in County right-of-way	$1,000*
Police - Off-Duty ECSO Deputies for Security, Safety, Traffic, Alcohol (number of deputies needed dependant upon type of event)	$108 per deputy per 4 hour block (4 hr minimum)
Emergency Medical Services Scheduled through Public Safety Department	$100 per hour (2 hr minimum). Event Standby Rate includes ambulance with staff.
Fireworks Exhibition Permit Fee through Public Safety (application with supporting documents must be submitted at least 15 days prior to event for applicable approval time)	$177
Tent Permit Fee through Public Safety	$87
Operational Permit Fee through Public Safety (for Fire Safety Inspection of event)	$87
Electronic Message Boards through Road Operations	$250 per sign per day (minimum 1 day)
Park/Location Rental - from Parks & Recreation Dept. (location dependent upon type of event)	$215 minimum for events over 1,000 attendees (park only; lights and additional buildings extra)

TOTAL ESTIMATED FEES: _____

Amount due with application submittal.
Permit Application Fee is non-refundable.

Not all fees will apply to every event. Some events may incur additional fees not included on this list that will be the responsibility of the applicant (i.e. miscellaneous fees associated with utilities, setup, cleanup, etc.).
Fees vary for each event and are subject to change without notice.
*Cleanup deposits can be significantly higher dependent upon specific event circumstances and are determined by Risk Management.
Please direct all questions to (850) 471-6400.

Escambia County
Clerk's Original

1/8/2015 5:31 pm P.H.

ORDINANCE NUMBER 2015-1

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REGULATING LARGE OUTDOOR ENTERTAINMENT EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, large outdoor entertainment events are regularly conducted in the streets, sidewalks, parks, and private property within the jurisdiction of Escambia County; and

WHEREAS, such events require the County to provide public services and resources to protect the health, safety, welfare and environment of its citizens and those persons and businesses participating in such events; and

WHEREAS, the County finds that it is in the best interest of the public to adopt an ordinance regulating such events to ensure that the County will have adequate notice and be able to timely allocate and provide its resources in support of those events and to ensure that the events are conducted in a safe and efficient manner;

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

Section 1. Short Title.

This ordinance shall be known as the "Outdoor Entertainment Event Ordinance," and may be cited as such.

Section 2. Chapter 86, Article VI, Sections 86-211 through 86-221 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 86-211. Definition of Outdoor Entertainment Event.

An outdoor entertainment event (hereinafter "Event") is any concert, theatrical production, festival of arts, crafts, or food, circus, flight demonstration, holiday celebration, or similar event conducted outdoors, the primary purpose of which is to provide an opportunity for entertainment and appreciation of culture, education, arts, heritage, history or other similar purpose, where the daily attendance exceeds 5,000

Verified By: [signature] Date: 1/13/2015

people. This definition does not include events sponsored by Escambia County on County property or to events held in permanent structures that have been issued a certificate of occupancy for use as an auditorium, civic center, sports arena, exhibition hall, or other facility designed to accommodate crowds in excess of 5,000 people; provided, however, that attendance at the Event does not exceed the capacity of the structure or facility.

Sec. 86-212. Permit Requirements.

No person, corporation, partnership, association or other organization shall conduct, or sell or furnish tickets for, an Event in Escambia County, unless a permit has been obtained from Escambia County. Any event authorized by the Santa Rosa Island Authority is exempt from this requirement.

Sec. 86-213. Permit Application.

An application shall be made at least sixty (60) days prior to the Event on a form published by the County Administrator or his designee. The applicant shall provide with their application an application fee (as established by the Board of County Commissioners by resolution), existing certificates of insurance, and evidence that the applicant has contacted and made arrangements to support the Event with the following:

(1) Escambia County Sheriff.

(2) Escambia County Department of Public Safety/Emergency Medical Services/Fire Rescue/911/Emergency Management.

(3) Building Inspections.

(4) Environmental Services.

(5) Escambia County Risk Manager.

The form of application published by the County Administrator shall require the applicant to provide the following information:

(1) The name, address and telephone number of the person requesting the permit;

(2) The name and address of the organization or group he or she is representing;

(3) The name, address and telephone number of the person or persons who will act as chairman of the Event and be responsible for the conduct thereof;

(4) The number of the applicant's staff that will support the Event and the identifying marks, badges or symbols to be worn or used by the staff members;

(5) The purpose of the Event, the estimated number of persons that will participate or otherwise attend, and the number and types of vehicles (if any) that will participate;

(6) The method of notifying participants of the terms and conditions of the Event;

(7) The date(s) the Event will take place and the hours it will begin and end;

(8) The location of the Event, specific assembly and dispersal locations, the specific route(s) and the plans, if any, for disassembly and dispersal and parking;

(9) A site plan, reviewed and approved by the Escambia County Directors of Development Services and Environmental Services, showing the detail of any temporary construction such as stages, booths, lighting, etc., and identifying potential environmental impacts from the Event;

(10) Whether any music will be provided, either live or recorded;

(11) The number, types and locations of all loudspeakers and amplifying equipment;

(12) Assurance that the applicant has made provisions for adequate law enforcement and emergency medical response, and that the applicant will conform to necessary fire prevention rules, regulations and guidelines;

(13) Assurance that the applicant has made provisions for adequate potable water and toilet facilities for persons attending the Event;

(14) Assurance that the applicant has made provision for garbage and litter cleanup associated with the Event during and after the Event in the specified area. All cleaning activities shall be completed within twenty-four (24) hours after the end of the Event. The assurance shall also include the positing of a bond that will be used to reimburse the County if the cleanup is not adequate. Adequacy of the cleanup effort will be assessed by the County Administrator or his designee;

(15) Assurance that the applicant will cause all stages, booths, stands, signs and any other movable fixtures used during the Event to be removed immediately after the conclusion;

(16) Such other information as the County Administrator or his designee may

deem necessary in order to properly provide for traffic-control, street and property maintenance and protect the public health, safety, welfare and environment.

Sec. 86-214. Insurance.

The applicant shall obtain insurance for the Event with coverages and limits established by the Escambia County Risk Manager and subject to periodic revision. A Certificate of Insurance for coverage required by Escambia County shall be delivered to the Escambia County Risk Manager at least thirty (30) days prior to the beginning of the Event. Escambia County shall be named as an "Additional Insured" on the Certificate.

Sec. 86-215. Bond.

Escambia County shall require security for the Event in an amount to be set by the County Administrator or his designee. The security shall be a bond issued by a company authorized to do business in the State of Florida or a cash bond in the form of a cashier's check payable to the Board of County Commissioners of Escambia County. The security shall be used to indemnify and reimburse Escambia County, its agents and employees, against any and all claims or costs incurred from the preparations for, conduct or aftermath of the Event. The bond or check for the security required by Escambia County shall be delivered to the Escambia County Risk Manager at least thirty (30) days prior to the beginning of the Event.

Sec. 86-216. Processing Application.

Upon receipt of the completed application, the County Administrator or his designee shall review it and make the final determination to grant or deny the permit.

The applicant shall be responsible for payment of all cost of public services provided in support of the Event. Before a permit is issued, the applicant shall pay the estimated cost for public services provided in support of the Event and satisfy any other condition reasonably required by the County Administrator or his designee to protect the health, safety, welfare and environment of the property and the public.

Sec. 86-217. Consideration of Application.

The County Administrator or his designee shall approve applications when all conditions have been met and issue a permit unless it reasonably appears that the public health, welfare, safety or environment will be endangered. Should the application be denied, the County Administrator or his designee shall issue a denial in writing and for good cause with the reason(s) for the denial fully stated. Good cause shall include, but is not limited to, failure to comply with the requirements dictated by the agencies listed in Section 86-213, conviction of a felony by the applicant or by a principal of an organization (except those applicants and principals whose civil rights have been restored) that evinces moral turpitude, or that the Event would cause a nuisance that threatens harm to persons or property in the surrounding community. Denial should be without prejudice for re-application if the basis for the denial is capable of being corrected or changed within a reasonable time prior to the Event. A copy of the denial should be sent to the applicant within three (3) days by the most expedient means available.

Sec. 86-218. Revocation of Permit.

The County Administrator or his designee shall have the authority to revoke a permit when the permittee fails to comply with any conditions required by the permit,

any ordinance of Escambia County, Florida, or the laws of the State of Florida or the United States, or the Event otherwise endangers public health, safety, welfare or environment.

Sec. 86-219. Petitions for Review.

The applicant or permittee may petition the Board of County Commissioners to conduct a hearing to review the denial or revocation of a permit. All petitions must be accompanied by an affidavit setting forth the factual basis for the petition.

Sec. 86-220. Review Hearing.

All parties to the review hearing shall be sent written notice of the hearing. After considering the petition for review and hearing from the parties, the Board of County Commissioners shall either uphold the denial or revocation of the permit, approve the issuance of the permit, or approve the issuance of the permit upon the applicant's satisfactory compliance with additional requirements prescribed by the Board.

Sec. 86-221. Violations: Remedies of the County.

Events subject to this ordinance shall be prohibited until a permit is issued. Should the applicant or permittee violate the terms or conditions of the permit, proceed with the Event without a permit, or violate any ordinance of Escambia County or of any law of the State of Florida or the United States or knowingly allow those laws to be violated, such violation shall constitute a violation of this ordinance. Any such violation shall be prosecuted as provided by law, and Escambia County shall retain the right to assert and pursue any and all remedies, including but not limited to prosecution of a misdemeanor, as provided in Section 1-17 and injunctive relief, as provided in Section 1-19, Escambia County Code of Ordinances.

Section 3. Severability

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

Section 4. Inclusion in the Code.

The provisions of this ordinance shall be incorporated in the Escambia County Code of Ordinances; and the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish its intent.

Section 5. Effective Date.

This Ordinance shall become effective on June 1, 2015.

DONE AND ENACTED THIS 8th DAY OF January, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Date Executed
1/13/2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Jan 9, 2015

Enacted: January 8, 2015

Filed with Department of State: January 13, 2015

Effective: June 1, 2015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8100 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Disposition of Property
From: David Musselwhite, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - David Musselwhite, Information Technology Department Director

That the Board approve the 11 Request for Disposition of Property Forms for the Information Technology Department, for property which is described and listed on the Disposition Forms, with reason for disposition stated; thus it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property
Disposition of Property Form - Replacement 4-24

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55642	Dell desktop computer	27WKDC1	Optiplex 745	2007	Bad unusable
Y	55843	Dell desktop computer	F0XZSC1	Optiplex 745	2007	Bad unusable
Y	55844	Dell desktop computer	G3XZSC1	Optiplex 745	2007	Bad unusable
Y	55845	Dell desktop computer	G1XZSC1	Optiplex 745	2007	Bad unusable
Y	55846	Dell desktop computer	J2XZSC1	Optiplex 745	2007	Bad unusable
Y	55847	Dell desktop computer	84XZSC1	Optiplex 745	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55849	Dell desktop computer	44XZSC1	Optiplex 745	2007	Bad unusable
Y	56387	Dell desktop computer	1LW9CD1	Optiplex 745	2007	Bad unusable
Y	55804	Dell desktop computer	7GMGQC1	Optiplex 745	2007	Bad unusable
Y	55897	Dell desktop computer	H209SC1	Optiplex 745	2007	Bad unusable
Y	55898	Dell desktop computer	F209SC1	Optiplex 745	2007	Bad unusable
Y	55909	Dell desktop computer	C2TFXC1	Optiplex 745	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55912	Dell desktop computer	G3TFXC1	Optiplex 745	2007	Bad unusable
Y	55914	Dell desktop computer	86TFXC1	Optiplex 745	2007	Bad unusable
Y	55916	Dell desktop computer	47TFXC1	Optiplex 745	2007	Bad unusable
Y	55959	Dell desktop computer	80DL1D1	Optiplex 745	2007	Bad unusable
Y	56028	Dell desktop computer	5RS45D1	Optiplex 745	2007	Bad unusable
Y	56032	Dell desktop computer	5SJ06D1	Optiplex 745	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56033	Dell desktop computer	HQNZ5D1	Optiplex 745	2007	Bad unusable
Y	56462	Dell desktop computer	FRV3JD1	Optiplex 745	2007	Bad unusable
Y	56703	Dell desktop computer	81N3RD1	Optiplex 745	2007	Bad unusable
Y	56807	Dell desktop computer	CCCJ0F1	Optiplex 745	2007	Bad unusable
Y	56809	Dell desktop computer	7CCJ0F1	Optiplex 745	2008	Bad unusable
Y	57072	Dell desktop computer	F7JNSF1	Optiplex 755	2008	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57319	Dell desktop computer	GJT87G1	Optiplex 755	2008	Bad unusable
Y	58376	Dell desktop computer	8W9BDK1	Optiplex 760	2009	Bad unusable
Y	54972	Dell desktop computer	8B3G0B1	Optiplex GX620	2006	Bad unusable
Y	54985	Dell desktop computer	9LS42B1	Optiplex GX620	2006	Bad unusable
Y	54986	Dell desktop computer	7LS42B1	Optiplex GX620	2006	Bad unusable
Y	55354	Dell desktop computer	C48VVB1	Optiplex GX620	2006	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55576	Dell desktop computer	4MJM9C1	Optiplex 755	2007	Bad unusable
Y	58135	Dell desktop computer	2BGS3B1	Precision 470	2008	Bad unusable
Y	56461	Dell laptop computer	GST2PD1	Precision M4300	2007	Bad unusable
Y	55470	Dell laptop computer	D8BG2C1	D520	2006	Bad unusable
Y	56447	Dell laptop computer	C8F7GD1	D520	2007	Bad unusable
Y	56458	Dell laptop computer	HWN7JD1	D520	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55676	Dell laptop computer	8B9YDC1	D520	2007	Bad unusable
Y	55720	Dell laptop computer	30XYHC1	D520	2007	Bad unusable
Y	55721	Dell laptop computer	60XYHC1	D520	2007	Bad unusable
Y	55734	Dell laptop computer	8MFHKC1	D520	2007	Bad unusable
Y	55760	Dell laptop computer	8YJKNC1	D520	2007	Bad unusable
Y	55836	Dell laptop computer	8J6ZSC1	D520	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56448	Dell laptop computer	44F7GD1	D520	2007	Bad unusable
Y	56450	Dell laptop computer	78F7GD1	D520	2007	Bad unusable
Y	56468	Dell laptop computer	13VBLD1	D520	2007	Bad unusable
Y	56492	Dell laptop computer	FTNFDD1	D520	2007	Bad unusable
Y	56493	Dell laptop computer	DQ5QDD1	D520	2007	Bad unusable
Y	56811	Dell laptop computer	H6T10F1	D520	2007	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56823	Dell laptop computer	GRZL2F1	D520	2007	Bad unusable
Y	57317	Dell laptop computer	71N77G1	D530	2008	Bad unusable
Y	57318	Dell laptop computer	J0N77G1	D530	2008	Bad unusable
Y	57367	Dell laptop computer	DJVDCG1	D530	2008	Bad unusable
Y	57834	Dell laptop computer	J1LQRG1	D530	2008	Bad unusable
Y	57845	Dell laptop computer	4095XG1	D530	2008	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57846	Dell laptop computer	H095XG1	D530	2008	Bad unusable
Y	57847	Dell laptop computer	B095XG1	D530	2008	Bad unusable
Y	58151	Dell laptop computer	2C073B1	D610	2008	Bad unusable
Y	58153	Dell laptop computer	2GX63B1	D610	2008	Bad unusable
Y	58175	Dell laptop computer	B09L3B1	D610	2008	Bad unusable
Y	58183	Dell laptop computer	DFX63B1	D610	2008	Bad unusable

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270110

David Musselwhite DATE: 4/22/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 595-4993

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58192	Dell laptop computer	GC073B1	D610	2008	Bad unusable
Y	51242	Dell Monitor	TW-09E249-46635-29C-0F1L	Ultra Sharp 2000FP	2002	Obsolete
Y	51153	Printer	CNGRB89272	2200DTN	2002	Bad unusable
Y	44168	Printer	USHC88631	C3952A	1996	Bad unusable
Y	48541	Printer	07108002	FO-4700	2000	Bad unusable
Y	54034	Video Confrence	820520055BFBB1	Polycom VSX3000	2005	Obsolete

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/22/15 Information Technology Technician Signature:

Date: 4/22/15

FROM: Escambia County Department Director (Signature):

Director (Print Name): David Musselwhite

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 5/07/15

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

Pam Childers, 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 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8201 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Request for Disposition of Property
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Disposition of Property for the Pensacola Bay Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the Request for Disposition of Property Form for the Pensacola Bay Center, for property (computers, servers, printers, furniture, and other equipment) which is further described and listed on the Disposition Form, with reasons for disposition as bad condition/unusable as 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 of.

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 forms have been checked, declared obsolete an/or no use to the County/Pensacola Bay Center, and suitable to be properly disposed of.

The listed items to be auctioned as surplus or properly disposed of are all not functioning or have been upgraded

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statute 274.07 and Board of County Commissioner's Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bay Center Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Pensacola Bay Center COST CENTER NO: 36402

Scott Cornwell, Director of Operations DATE: 5/11/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): M. Scott Cornwell Phone No: 850-432-0800, 245

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		See attached				

Disposal Comments: Attached is a spreadsheet listing items for disposal. All are not functional or have been upgraded.

Computers need to be cleaned by IT.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): Stephen Hall

Director (Print Name): Stephen Hall

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

OK CAP

Fixed Assets Inventory - Disposal May 2015

Asset ID	Description	Date Acquired	Model	Serial #	Cost
046379-000	Laser Printer	2/23/1998	4000N C412OA	USEFO73927	1,460.00
052039-000	Dell Power Edge 1600SC	5/6/2003	Poweredge 1600SC	N/A	6,999.95
052064-000	Fax Machine	4/1/2003	FX-060BVP	302A1015501	1,077.00
046114-000	Copier	4/1/1998	FT6645	A3363091178	20,000.00
046813-000	Wireless System	3/1/1998	N/A	N/A	3,985.00
053039-000	Computer	4/1/2004	N/A	N/A	1,531.31
038364-000	Work Station Modular	8/22/1991	CADD ECCO1T	cream color	2,930.99
046379-000	Laser Printer	2/23/1998	4000N C412OA	USEFO73927	1,460.00
053016-000	Furniture Office	3/1/2004	N/A	N/A	1,860.88
058479-000	Poweredge T610 server	12/8/2009	Poweredge T610	7FRMVH1	10,583.39
058480-000	Poweredge T610 server	12/8/2009	Poweredge T610	7FQPVH1	10,583.38
058481-000	Zenith backup	12/8/2009	2100R	BD21R0513	5,015.87
058482-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P8KDK1	1,136.26
058483-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P81FK1	1,136.26
058484-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P8NDK1	1,136.25
058485-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P7ZDK1	1,136.25
058486-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P7XDK1	1,136.25
058488-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P7YDK1	1,087.46
058489-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P80FK1	1,087.46
058490-000	Optiplex 360 Computer	12/8/2009	Optiplex 360	3P8MDK1	1,087.46
058493-000	Latitude E5500 laptop computer	12/8/2009	Latitude E5500	3NFFZK1	1,205.54
036456-000	Processor Food Berklin	4/25/1989	1850	10840907	1,657.86
041036-000	Counter Currency	6/7/1994	8643003	XN6246	1,538.03
048670-000	Money Counter	4/1/2000	Magner 75	805652	1,275.00
051109-000	Computer	8/1/2002	N/A	N/A	1,649.97
034477-000	Repeater Duplexer	1/29/1988	C74LB7106T	474CNA0001	7,373.50
038876-000	Deck/Support Sys (sound wings)	4/16/1992	1554-472	12 unit	9,815.52
038912-000	Mower-lawn	5/19/1992	Proline 30165	20511/11585	2,167.84
039013-000	Freezer walk-in (P1 #029)	7/1/1992	floor type	N/A	8,051.68
050968-000	Automatic Scrubber	4/1/2002	Wrangler 26	262610B	5,512.09
055969-000	Compact Auto Scrubber	1/23/2007	N/A	N/A	1,602.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8167 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Request for Disposition of Property
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

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

That the Board approve the 7 Request for Disposition of Property Forms for the Public Works Department, indicating 22 items to be properly disposed of, which are described and listed on the Request Forms, with reason for disposition stated.

BACKGROUND:

The surplus property listed on the attached 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.

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

Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340506

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49135	HANDHELD PROGRAMER	150789R	TAK3216	2000	O9BSOLETE
Y	52334	BAYSTACK SWITCH	N/A	450-24T	2003	OBSOLETE
Y	52335	BAYSTACK SWITCH	N/A	450-24T	2003	OBSOLETE
Y	52807	TELEPHONE SYSTEM	N/A	N/A	2003	OBSOLETE
Y	53719	IMAGING SYSTEM	35004657	AR-M208N	2005	BROKEN

Disposal Comments: TO BE AUCTIONED OR RECYCLED

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joyce Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340506

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53083	COATS TIRE CHANGER	0404279634	HIT6000	2004	OBSOLETE

Disposal Comments: TRANSFER TO ROAD CAMP

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joy D. Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340506

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	27233	SIOUX GRINDER	D15843	680	1982	OBSOLETE
Y	27066	LATHE ENGINE	81130	JET-1430	1982	OBSOLETE
Y	27067	LATHE BRAKE DRUM	4526-262	304	1982	OBSOLETE
Y	30989	PRESS HYDRAULIC	1450	SPF55	1985	BROKEN
Y	32953	SIOUX SET VALVE GRINDER	SSFA	1771-A	1987	OBSOLETE
Y	42636	LATHE DRUM W/ADAPTERS	14694	4100	1995	OBSOLETE

Disposal Comments: TRANSFER TO ROAD CAMP

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joy D. Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 220212

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57194	BIZHUB PRINTER/COPIER	AO2EO12000412	C203	2007	BROKE
Y	57195	BIZHUB PRINTER/COPIER	AO2E010000108	C353	2007	BROKE

Disposal Comments: DISPOSE

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joy D. Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340513

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44030	BUS TROLLEY	4UZABFAD1TC742960	FREIGHTLINER	1996	POOR
Y	44031	BUS TROLLEY	4UZABFAD1TC742961	FREIGHTLINER	1996	POOR
Y	44040	GILLIG BUS	15GCA2110T1087113	PHANTHOM	1996	POOR
Y	47792	GILLIG BUS	15GCB2115X1089300	PHANTHOM	1999	POOR
Y	47794	GILLIG BUS	15GCB2119X1089302	PHANTHOM	1999	POOR

Disposal Comments: TO BE AUCTIONED OR RECYCLED

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340507

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44045	GILLIG BUS	15GCA2113T1087428	PHANTHOM	1996	POOR

Disposal Comments: TO BE AUCTIONED OR RECYCLED

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joy D. Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ESCAMBIA TRANSIT COST CENTER NO: 340506

KEVIN PITTS DATE: 4/8/15

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kevin Pitts Phone No: 595-3228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44146	BUS TROLLEY	4UZZ69M2XT2308013	FREIGHTLINER	1996	POOR
Y	44147	BUS TROLLEY	4UZZ69M2XT2308318	FREIGHTLINER	1996	POOR

Disposal Comments: TO BE AUCTIONED OR RECYCLED

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: _____

Date: 5/7/15

FROM: Escambia County Department Director (Signature): Joy D. Blackmon

Director (Print Name): Joy D. Blackmon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, 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 11.19.13

LOCATION	MFG YR	MAKE	Model	VIN. #	Type	Lic. #	Lic. State	Passenger Capacity	Fleet #	Life Miles	County Property Number
ECAT	1996	Freightliner	Trolley	4UZZ69M2XT2308013		72723	FL	22	2003	242457	44146
ECAT	1996	Freightliner	Trolley	4UZZ69M2XT2308318		72724	FL	22	2004	214256	44147
ECAT	1996	Gillig	30/96TBM11	15GCA2113T1087428		72702	FL	29	9613	399889	44045
ECAT	1996	Gillig	30/96TBM11	15GCA2110T1087113		151674	FL	29	9618	380294	44040
ECAT	1999	Gillig	PHANTOM	15GCB2115X1089300		V485971	FL	35	9927	490033	47792
ECAT	1999	Gillig	PHANTOM	15GCB2119X1089302		V485973	FL	35	9929	524739	47794
ECAT	1996	Freightliner	Trolley	4UZABFAD1TC742960		151669	FL	24	1967		44030
ECAT	1996	Freightliner	Trolley	4UZABFAD1TC742961		151668	FL	24	1968		44031

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8181 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Community Redevelopment Agency Meeting Minutes, April 23, 2015
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 23, 2015 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the April 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On April 23, 2015, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary 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

CRABOARD-MINUTES-APRIL2015

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
April 23, 2015
8:45 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Commissioner Lumon J. May
	Vice Chair Wilson Robertson
	Commissioner Grover Robinson, IV
	Chair Steven L. Barry
Absent:	Commissioner Doug Underhill
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Clara Long, Division Manager
	Keith Wilkins, Department Director
	Melanie Johnson, Administrative Assistant

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.

Motion Made By Vice Chair Wilson Robertson, Seconded By Commissioner Grover Robinson, IV
Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

I. Public Forum

II. Technical/Public Service

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 23, 2015 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the April 23, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion Made By Vice Chair Wilson Robertson, Seconded By Commissioner Grover Robinson, IV

Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

2. Recommendation Concerning to Schedule and Advertise a Public Hearing to Adopt a Resolution creating Atwood Redevelopment Area- Keith Wilkins, Department Director

That the Board authorize to schedule and advertise a Public Hearing at 5:31 p.m., on Thursday, May 21, 2015, to consider adoption of a Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Atwood community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Atwood as a redevelopment area; and providing for an effective date.

Motion Made By Commissioner Grover Robinson, IV, Seconded By Vice Chair Wilson Robertson Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

3. Recommendation to approve the branded Logos for the Community Redevelopment Agency (CRA) - Keith Wilkins, Community and Environment Department Director

That the Board approve the branded logos for the Community Redevelopment Agency (CRA) and the Celebrating Brownsville Festival. These branded logos will be used in conjunction with the approved County official logo on internal printed supplies such as letterheads, envelopes, customer surveys and others as well as marketing and promotional materials. These branded logos will used during special events, workshops, and Grant applications primarily to promote CRA Programs and events.

Motion Made By Commissioner Grover Robinson, IV, Seconded By Vice Chair Wilson Robertson
Commissioner Doug Underhill (ABSENT)

Approved to drop

Vote: 4 - 0 - Unanimously

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board accept the following action concerning the four Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Linda Y. Kennedy, the owner of residential property located at 410 S 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Phillip McAdams and Viola Loveless, the owners of residential property located at 1301 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,847 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new windows;

3. The Agreements between Escambia County CRA and Tracey Verge, the owner of residential property located at 203 Baublits Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,680 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and electrical rewiring;

4. The Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $1,850 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion Made By Commissioner Grover Robinson, IV, Seconded By Vice Chair Wilson Robertson Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

2. Recommendation Concerning the Cancellation of three Residential Rehab Grant Program Liens - Keith T. Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount

Kenneth and Maureen Horton	111 Lakewood Road	$1,209
Prenecker and Marie L. Jackson	109 Lakewood Road	$1,287
Eva Roberts	3205 West Lee Street	$3,730

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion Made By Commissioner Grover Robinson, IV, Seconded By Vice Chair Wilson Robertson Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

3. Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite C - Keith T. Wilkins, Community and Environment Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 1611 North Pace Boulevard, Suite C:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Thong Tran , owner of commercial property located at 1611 North Pace Blvd, Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $971, representing an in-kind match through the CRA Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, to install new signs; and

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

Motion Made By Commissioner Grover Robinson, IV, Seconded By Vice Chair Wilson Robertson
Commissioner Doug Underhill (ABSENT)

Vote: 4 - 0 - Unanimously

IV. Discussion/Information Items

Adjournment.

Meeting Adjourned 9:00 A.M.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8216 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Facility Rental Contract for the Perdido Key Community Center
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Standard Facility Rental Contract for Rentals at the Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the Facility Rental Contract for individuals or entities requesting to rent the Perdido Key Community Center (Center) (Attachment 1).

This Contract will replace the Facility Space Needs & Reservation Application currently used (Attachment #2). The Facility Rental Rates are the same rates that were put into place at the time of the Center opening and will remain as is (Attachment 3). The expanded Rental Contract will ensure the renter fully understands the rules and responsibility, ensuring that the Center is returned as received, and clearly defines the insurance requirements when the rental will involve the serving of alcoholic beverages on the premises of the Center. The approval to allow alcoholic beverages on the premises was approved by Board action on March 18, 2014 (Attachment 4).

BACKGROUND:

The requests for renting the Perdido Key Community Center on weekends for social events is increasing. It is the opinion of staff that the expanded contract in lieu of the one page agreement is more appropriate and is inclusive of all terms and responsibilities for use of the facility (rentals and non-rentals). This facility is not under a License and Management Agreement and is currently managed by County staff under the Department of Community Affairs. As of this date there haven't been any operational issues regarding the one page agreement used, but the form needs to be more comprehensive regarding public use.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The expanded Facility Rental Contract was reviewed and approved as to form for legal sufficiency by the County Attorney's Office and the Office of Risk Management.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This document shall replace the one page agreement for use of this facility and staff is requesting approval by the Board.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs staff will coordinate on behalf of the Board with renters of the facility using the expanded rental application.

Attachments

Perdido Key Community Cneter Facility Use Agreement

Attachment 1

FACILITY RENTAL CONTRACT

Escambia County
Community Affairs Department
Perdido Key Community Center
15500 Perdido Key Drive
Pensacola, Florida 32507

Event Date:	Day of the Week:
Reservation Start Time (Doors Open):	Reservation End Time (Doors Close):
Type of Event:	
If this is a Wedding Reception, will the ceremony be held here as well? _____ Yes _____ No	
If you answered Yes above, what time is the Wedding Ceremony?_____	
The undersigned agrees to pay for all hours in occupancy of the Perdido Key Community Center, including any time required for set-up, food preparation, or rehearsal before the event and any time required for necessary clean up after the event.	
Printed Name of Responsible Party:	
Signature of Responsible Party:	

The refundable damage deposit will be sent to the address below and will be refunded at the next Escambia County check cycle following the event **ONLY IF** there were no damages to the facility, property and/or equipment caused as a direct result of the event or its participants._____**Initial**

INDIVIDUAL INFORMATION

Name:		
Address:		
City:	State:	Zip Code:
Day Phone:	Night Phone:	Cell Phone:
Email Address:	DL Number:	DL State:

ARE YOU AN ORGANIZATION?

If so, is your business/organization tax exempt? Yes_____ No_____
Is your business/organization a 501(c)3? Yes_____ No_____

If you answered Yes to the above questions, you must provide a copy of your Organization/Business Tax Exempt form/501(c)3 form to be filed with your completed contract.

ORGANIZATION INFORMATION

Organization/Business Name:		
Address:		Email Address:
City:	State:	Zip Code

Contact Person:		
Business Phone:	Cell Phone:	Fax Number
Alternate Contact Person:		
Business Phone:	Cell Phone:	

FOOD SERVICE AND KITCHEN USE

Will your event be catered by:

Self:_____ Caterer: _____

Friends/Family: _____ Not Known at This Time:_____

If using a caterer, do you have that information at this time? Yes_____ No _____

If you answered yes, CATERER'S NAME: _____

HOW MANY GUESTS DO YOU EXPECT TO ATTEND THIS EVENT?_____

CLEAN-UP PROCEDURES

The responsible party is required to perform basic clean-up procedures in order to receive a full refund, providing there is no damage. Those required procedures are listed below. Please initial by each item in acknowledgement of the duties and responsibilities of the responsible party.

Initial _____	Whether renting with the use of the kitchen or without the use of the kitchen, it is always left as it was found.
Initial _____	Be aware of any issues with the floor and address *IMMEDIATELY!*
Initial _____	Take away everything you brought in.
Initial _____	Clear all debris from table tops.
Initial _____	The floor must be swept reasonably clean, making an effort to remove as much debris and trash as possible.
Initial _____	Place all trash (includes kitchen trash) in receptacles provided and those bags are taken to the dumpster outside. Do not throw bags of trash over the dumpster enclosure! If dumpster is full, place bags beside the dumpster.
Initial _____	All counter space, cabinets, appliances and equipment must be wiped clean. Kitchen should be left as it was found.

ALCOHOL CONSUMPTION

Will there be alcohol served at this event? _____YES _____NO

If you answered no, please sign below and skip to the next page of the contract.

If you answered Yes to the question above:

The County's Risk Management Department must be furnished with a Certificate of Insurance prior to the event. Certificates must contain the following:

Limits of Liability Coverage as determined by Escambia County.
Certificate Holder should read:

Escambia County
Risk Management
P.O. Box 1591
Pensacola, FL 32597-1591

Escambia County shall be listed as an additional insured.
Indicate on "Certificate of Insurance" type of event (wedding, etc.) and date of event.
Include a rain date if applicable.

If Licensee is a **private individual** who intends to **serve** alcoholic beverages on the Property: During the period mutually agreed upon between the parties, the Licensee shall provide proof of homeowner's insurance coverage with $500,000 per occurrence and aggregate limits of $500,000 to include host liquor liability coverage.

If Licensee is a **private entity** that intends to **serve** alcoholic beverages on the Property: During the period mutually agreed upon between the parties, the Licensee shall provide one-time event commercial general liability insurance coverage with $1,000,000 per occurrence and aggregate limits of $2,000,000, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, sports participation, and liquor liability in an amount equal to the general liability coverage. If liquor liability is not include in the general liability policy, the policy must be endorsed to extend coverage for liquor liability or a separate policy must be purchased to provide liquor liability in the amount required.

If you are serving alcohol you must provide a copy of insurance to Marilyn Wesley, Director, Escambia County Community Affairs Department, to be filed with your completed contract, no later than 7 days prior to your event. Escambia County Community Affairs Department will be responsible for forwarding a copy of the insurance to Escambia County Risk Management.

If you are serving alcohol you must provide off duty law enforcement officer for every 75 people attending the event. This is the responsibility of the renter. Security must be scheduled, confirmed, and documented no later than 7 days prior to the event.

If you are serving alcohol, patrons must remain within the area of the Community Center and Veranda. Alcohol should not be served elsewhere on the grounds of the facility.

Please sign below in acknowledgement of the County's alcohol consumption on County property policy.

Printed Name of Responsible Party:	
Signature of Responsible Party:	

FACILITY RESERVATION GUIDELINES AND PROCEDURES

Initial _____ Missing property or damage at the facility will be the responsibility of the "Responsible Party".

Initial _____ In case of emergency or for reasons beyond the County's control, the County reserves the right to cancel the event prior to scheduled use without liability. Examples of such instances include, but are not limited to: weather, fire, local/state/national state of emergency. Refunds will be made if cancellation by the County is necessary.

Initial _____ Rates are set by the Escambia County Board of County Commissioners and are subject to change.

Initial _____ "The Responsible Party" agrees to fully indemnify, defend and save harmless Escambia County, its officers, agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by Escambia County's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hear after collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of the Escambia County facility. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial _____ I hereby attest that the information contained in this contract is true and correct. I agree: (1) if any of the information contained in the contract is found to be false; or (2) should my conduct, or the conduct of any participants or guests not be described in the contract; or (3) should any applicable City, County, State or Federal rules, regulations, codes or laws be violated, this contract shall automatically become null and void and any activity associated with this reservation will immediately cease. If the event has not taken place, the contract will be cancelled.

Initial _____ I also agree that I will (1) be financially responsible for any costs incurred by the County for damages to County property; (2) be financially responsible to reimburse the County reasonable attorney fees to enforce the provisions of any contract that is issued for the event described in this contract; (3) forfeit all fees and deposits as partial compensation to the County for any costs associated with the enforcement of the provisions of this contract; (4) forfeit all fees and deposits if it is determined that I have provided false information on the contract; (5) be financially responsible for any County costs that exceed fees and deposits already forfeited to the County for enforcement or provisions related to this contract.

Initial _____ I agree to report any discrepancies, complaints, or concerns to Marilyn Wesley, Director, Community Affairs Department, Escambia County, within 48 hours of the event, by phone at 850-595-3123.

DISCLOSURE

Initial _____ The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that your failure to comply with this provision, within seven (7) days of notice from the County, shall constitute an immediate and material breach of contract for which the County may, in the County's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

Please print and sign your name below to acknowledge that the information in the contract is correct and that you agree to the duties and responsibilities of the "Responsible Party", and that you understand the facility reservation procedures and guidelines.

PRINTED NAME OF RESPONSIBLE PARTY:	SIGNATURE OF RESPONSIBLE PARTY:

Approved as to form and legal sufficiency.

By/Title: M Crawford ACA

Date: 5-8-15

Attachment 2

Facility Space Needs & Reservation Application

Perdido Key Community Center
15500 Perdido Key Drive
Pensacola, FL 32507
(850 595-3130

USER INFORMATION

Date of Event: _____

Representative's Name: _____
Office Held in Organization _____
Address: _____
City/State: _____ **Zip Code:** _____
Daytime Telephone: _____ **Cell Phone:** _____ **Other:** _____
Type of Event: _____ **Time From:** _____ **To:** _____
Estimated number of Attendees: _____ **Set Up Time:** _____
One Time Event? ☐ Yes ☐ No **If No, provide dates as required in General Rules & Regulations**

ORGANIZATION INFORMATION

Organization Name: _____
Mailing Address: _____
President's Name: _____ **Telephone:** _____
City/State: _____ **Zip Code:** _____
☐ **Non-Profit** **Organization's FEI/EIN:** _____
☐ **For Profit** **(Please note: Deposit and Rental Fees will be assessed)**

GENERAL RULES AND REGULATIONS

- **ALCOHOL** use is prohibited at all times on the grounds and limited within the structure of the community center.
- **SMOKING** is prohibited at all times within the structure of the community center
- **No Event may be scheduled or held past 12 midnight.**
- The Scheduling Calendar, and room availability shall be maintained by the staff of the Department of Community Affairs, and no event may be assumed to be scheduled unless it is confirmed by the assigned staff member.
- **Cancellations** should be made a minimum of one (1) week in advance of the date for use.
- Groups that request revolving use dates are required to submit requested dates in a written format prior to the first approved meeting date.
- Assigned area should be clean and furniture returned to its original location at the end of each event.
- Applicant or Group hereby assumes **FULL** responsibility for all damages made as a result of improper use of the facility and will be required to pay for all repair and/or replacement.
- Applicant or Group hereby assumes **FULL** responsibility for all bodily damages incurred by its members or guests attending this event, and will be required to pay for all costs associated with injury.
- The Escambia County Board of County Commissioners, its employees, and/or agents are not responsible for any items left on the premises by applicants prior to, during, or after an event.

I HAVE READ AND UNDERSTAND THE GENERAL GUIDELINES AND REGULATIONS OF THIS FACILITY SPACE NEEDS & RESERVATION APPLICATION, AND BY SIGNATURE AGREE THAT I AS INDIVIDUAL OR AUTHORIZED REPRESENTATIVE OF ORGANIZATION AM RESPONSIBLE FOR COMPLIANCE WITH THESE REGULATIONS.

Signature of Applicant: _____ **Date:** _____

OFFICE USE ONLY

Rental Fees:		**Comments:** _____
Deposit:		
Total Fees:		
Paid Cash/Check		

Approved by: Director: _____ **Date:** _____

Attachment 3

Escambia County
Perdido Key Community Center
15500 Perdido Key Drive
Pensacola, FL 32507

FACILITY RENTAL RATES

(NON SOCIAL EVENT)	$50.00 PER HOUR	FIRST (3) 3 HOURS	$100.00 DEPOSIT	$30.00 PER HOUR AFTER 3 HOURS	$220.00 EIGHT (8) HOUR BLOCK
SOCIAL EVENT	$75.00 PER HOUR	FIRST (3) 3 HOURS	$100.00 DEPOSIT	$55.00 PER HOUR AFTER 3 HOURS	$440.00 EIGHT (8) HOUR BLOCK

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-6. Approval of Various Consent Agenda Items – Continued

6. Approving a location-specific exemption to the County Policy prohibiting alcohol on County property and approving to allow the serving of alcoholic beverages during special events held at the Perdido Key Community Center; the exemption is only for the Community Center portion of the Perdido Key Complex, which includes the Perdido Key Fire Station and the Perdido Key Visitor Information Center; alcoholic beverages would only be served and consumed on premises during special events, would not be sold or taken from the premises, and the special events would have the proper general liability and liquor liability insurance coverage deemed necessary by the Risk Management Division per event.

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 3-0, with Commissioner Robinson and Commissioner Valentino absent, approving Consent Agenda Items 1 through 17, as follows, as amended to drop Item 11 and to reflect that Cost Center 230301 will come from Fund 401, the Solid Waste Fund, in Item 15 (Item 18 was held for a separate vote):

1. Ratifying the following March 18, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 1219 Poppy Avenue:

   A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Petronella Walker, the owner of residential property located at 1219 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of $2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement; and

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5868 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/18/2014
Issue: Allowance of the Serving of Alcoholic Beverages During Special Events at the Perdido Key Community Center
From: Marilyn Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Allowance of the Serving of Alcoholic Beverages During Special Events at the Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve a location-specific exemption to the County Policy prohibiting alcohol on County property and allow the serving of alcoholic beverages during special events held at the Perdido Key Community Center.

The exemption is only for the Community Center portion of the Perdido Key Complex, which includes the Perdido Key Fire Station and the Perdido Key Visitor Information Center. Alcoholic beverages would only be served and consumed on premises during special events, would not be sold or taken from the premises, and the special events would have the proper general liability and liquor liability insurance coverage deemed necessary by the Risk Management Division per event.

BACKGROUND:
The majority of County-owned community centers operate under Community Center License and Management Agreements. The Perdido Key Community Center does not operate under such an agreement, and is currently managed by County staff under the Department of Community Affairs. This exemption to County policy is required to accommodate the requests of the renters of the Community Center.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs staff will coordinate on behalf of the Board with renters of the facility regarding the specifics of the serving and consumption of alcoholic beverages at the Perdido Key Community Center.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8199 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: RESTORE Multi-Year Implementation Plan Development
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the RESTORE Multi-Year Implementation Plan Development - Keith T. Wilkins, Community & Environment Department Director

That the Board approve the Selection Criteria and Scoring (version 1.7) as recommended by the RESTORE (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) Act Advisory Committee, relating to the RESTORE Multi-Year Implementation Plan development.

BACKGROUND:

The RESTORE Act Advisory Committee began meeting in February 2013 to investigate the needs within Escambia County that can be filled by RESTORE funds and fulfill the tasks of the Board of County Commissioners as outlined in their guidance resolution. The Committee received input over a period of 2 years from experts in many fields such as economic development, workforce readiness, environment and social challenges. The presentations contained suggestions on actions that would alleviate or help address those challenges. Afterwards, the Committee developed and approved a comprehensive Needs Assessment capturing the issues brought before them and discussed at Committee meetings.

On April 6, 2015 the Committee agreed on a set of criteria and scoring for project selection consideration that addresses those needs. The draft criteria and scoring was presented at a Special Board RESTORE Meeting on April 16, 2015 and discussed with the Committee and public. From that meeting several changes were directed by the Board of County Commissioners for the Committee to discuss and make edits. On May 4, 2015, the Committee met and finalized the project selection criteria and scoring. The revised Recommended Project Criteria and Scoring version 1.7 is attached to this recommendation.

BUDGETARY IMPACT:

Funds for the Plan development are eligible for reimbursement through RESTORE and U.S. Treasury Department. An application for $438,405.55 has been submitted to Treasury to recapture County funds expended or encumbered in the effort. Funds were advanced from the Economic Development Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is for discussion and guidance purposes only. Legal considerations are not applicable at this point.

PERSONNEL:

This recommendation will not increase demand on current personnel resources.

POLICY/REQUIREMENT FOR BOARD ACTION:

To fulfill the requirements for RESTORE funding, a Multi-Year implementation Plan has to be submitted to the U.S. Treasury Department. The Committee's actions are compliant with their guidance resolution adopted by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Implementation and coordination are occurring between the Community & Environment Department, Administration, the Committee, County Clerk's Office and consultant (Dewberry). Many NGO's, citizens and other interested parties have provided input to the Committee for their consideration.

Attachments

Criteria

ResumePage-04-16-2015 BCC Special Mtg

Escambia County Project Selection Criteria

The project selection criteria presented below are derived from the Interim Needs Assessment for Escambia County v2.2 and will be used to evaluate projects submitted to Escambia County for funding consideration and inclusion in the Multiyear Implementation Plan (MYIP) required by the RESTORE Act. The criteria are divided into five major categories: Baseline Criteria, Environmental Criteria, Economic Criteria, Infrastructure Criteria, and Bonus Criteria.

Each project will be evaluated for its eligibility for RESTORE funding and the degree to which it addresses the previously defined needs of Escambia County. Therefore, each project will be scored against all criteria in each category. Projects will receive an overall score that will be the accumulation of the points awarded. The criteria in each category contain brief descriptions to serve as guidance examples to the project applicants. This guidance is meant to assist applicants in obtaining the maximum number of available points for each criteria. The guidance is not meant to be an exhaustive listing of all possible strategies to achieve the criteria. Projects will be evaluated by the County based upon the best available science to determine the full range of benefits provided by the project and the feasibility to achieve the described results. Applicants are encouraged to provide a thorough explanation of the project, expected outcomes and include supporting documentation to assist the County in its evaluation.

Note regarding regulatory compliance: Project submittals must conform to all applicable federal, state, and local laws and codes including, but not limited to American's with Disabilities Act, Rehabilitation Act of 1973, U.S. Access Board, National Environmental Policy Act, National Historic Preservation Act, Davis-Bacon Act, Florida Building Code, and the Escambia County Land Development Code. Projects that do not comply will not be considered for scoring and will be returned to the submitter.

Baseline Criteria (Regulatory and Programmatic) -- ALL submitted projects must meet the minimum criteria in this category	BC Subtotal 12
1. Project Justification. Proposed project is adequately described to determine feasibility and the budget includes reasonable and justifiable costs. **Criteria Guidance** • Project budget provides detailed expenditure plan • Costs are practical and are appropriately aligned with project activities • Proposed project includes all supporting documentation to justify proposal	# of av. Points 3
2. Timing. Proposed project can be implemented and benefits realized within a reasonable and acceptable timeframe. **Criteria Guidance** • Applicable permits and permissions have been identified • Project timeline is sufficiently detailed to determine duration of design and construction and anticipated milestones for completion and monitoring	# of av. Points 3
3. Public Interest. Proposed project is in the public interest. **Criteria Guidance** • Projects performed by a public entity on public property or property under public control are deemed to be in the public interest • Projects performed, in part or whole, on private property must provide evidence of public benefit as determine by Escambia County	# of av. Points 3
4. Monitoring Plan. Proposed project includes a comprehensive monitoring and success measurement plan.	# of av. Points

Criteria Guidance • Proposed project includes applicable periodic maintenance • Proposed project establishes monitoring plan and applicable success measures	3

Environmental Criteria	EVC Subtotal 20
1. Habitat Restoration. Proposed project improves, enhances, or restores the structure and function of upland, coastal, bays, bayous, wetlands, rivers, lakes, streams, or marine natural systems, benefiting native flora and fauna. **Criteria Guidance** • Restores, improves, or enhances ecological function – natural hydrological function, tidal connections, soil composition, vegetation diversity and renewal • Restores, improves, or enhances community structure – Increases native vegetation, biodiversity, or beneficial substrate • Removal of non-native species • Removal of fish passage barriers	# of av. Points 5
2. Habitat Conservation and Preservation. Proposed project maintains or improves the structure and function of upland, coastal, bays, bayous, rivers, lakes, streams, or marine natural systems, benefiting native flora and fauna.	# of av. Points 5

Criteria Guidance • Establishes conservation easement or wildlife corridor • Reduces unnatural disturbances • Implements or establishes habitat	
3. Water Quality Improvement. Proposed project reduces point and nonpoint sources of pollutants entering local waterways, provides treatment to improve water quality, or proposes other measures which will improve water quality. **Criteria Guidance** • Point Source reduction – reduces pollutant loading from point sources, installation of Best Management Practices (BMP's) • Nonpoint Source reduction – reduces pollutant loading from nonpoint sources – reduces impervious surface coverage, implementation of BMP's (such as bioretention, vegetated buffer preservation, etc.), reduces sedimentation • Treatment – provides treatment for nutrients or legacy contaminants • Improves impaired (303d or evidence of impairment) waterway	# of av. Points 5

4. Natural Systems Resiliency. Proposed project increases ability of natural systems to withstand disasters and adapt to changing environmental conditions due to climate change, associated sea level rise, and other factors.	# of av. Points 5

Criteria Guidance

- Stabilizes shoreline/provides natural wave attenuation
- Increases species and/or ecosystem adaptability to changing conditions
- Provides for natural successional progression
- Improves air quality

Economic Criteria	EC Subtotal 20 pts
1. Tourism and Tourism Opportunities. Proposed project provides for increases in tourism activity through new or additional marketing efforts, improvements to existing attractions, or addition of new destinations or attractions.	# of av. Points 4

Criteria Guidance

- Provides increased or additional public access to the waterfront or other tourism destinations
- Enhances existing attractions or destinations
- Increases total annual visitor count
- Increases access to cultural tourism or local historical assets
- Promotes tourism destinations through marketing or promotional efforts

2. Recreational Fishing and Local Seafood. Proposed project increases recreational fishing opportunities through increased or improved access to fisheries, marketing and promotion of local recreational fishing and seafood, removal of barriers to recreational fishing, and increases in fishing stock/habitat. **Criteria Guidance** • Improves opportunities through addition of artificial reefs, oyster reefs, Submerged Aquatic Vegetation (SAV), or similar • Increases access to fishing opportunities through addition of fishing piers, boat ramps, or similar • Promotes recreational fishing and/or local seafood consumption through marketing and promotional activities	# of av. Points 4
3. Job Creation. Proposed project provides for new seasonal, temporary, part time, full time, and/or higher wage jobs within the County. **Criteria Guidance** • Creates temporary, seasonal, or part time jobs • Employs 1-10 people with equal to or more than average annual median wage • Employs 11-25 people with equal to or more than average annual median wage • Employs more than 25 people with equal to or more than average annual median wage • Jobs created are in local targeted industries or supporting infrastructure industries as identified by the Pensacola Community Economic Development Association (CEDA) and amended periodically	# of av. Points 4
4. Industry and Business Growth. Proposed project directly contributes to expansion of existing industry/business or siting of a new industry/business in local targeted industries.	# of av. Points

	4

Criteria Guidance

- Provides for expansion of existing business in local targeted industry
- Provides for new business(es) in local targeted industries
- Measurable Gross Domestic Product (GDP) increase
- Project Return on Investment (ROI) is:
  - 3:1 or better
  - Between 1:1 and 3:1
  - 1:1 or less

5. Workforce Development. Proposed project provides innovative higher education, job training, or other workforce training/career development which increases the total skilled workforce pool and advances opportunities for higher wage employment.	# of av. Points 4

Criteria Guidance

- Improvement to existing workforce program which includes multiple career pathway programs
- Provides industry focused training resulting in certification for trainees
- Addresses workforce gaps in specific industries as identified by the CEDA
- Development or expansion of youth employment and training opportunities in STEM fields
- Targets “at-risk” groups for job training

Infrastructure Criteria	IC Subtotal 20
1. Transportation Network Improvements. Proposed project improves components of existing transportation network or adds new features to transportation network such as roads, sidewalks, bike lanes, multi-modal paths or trails, streetlights, and urban/street landscaping. **Criteria Guidance** • Improves existing roads and bridges or provides new roads and bridges • Provides additional bicycle and pedestrian improvements • Incorporates complete streets design including street lighting, traffic calming, and pedestrian safety • Adds to or improves multimodal network including waterways, ports, railways, and mass transit • Improves existing or adds new greenway paths and trails	# of av. Points 6
2. Flooding Improvements. Proposed project provides structural improvements or additions which will reduce flooding to homes and businesses, thereby reducing overall disaster costs and increasing economic resilience. **Criteria Guidance** • Proposed project will decrease frequency and/or intensity of flooding events (i.e. through reduction of impervious surface coverage or increased storage/retention) • Retrofits, repairs or replaces existing stormwater management infrastructure • Strategically adds new stormwater management components such as attenuation	# of av. Points 7
3. Community Resiliency. Proposed project increases community resiliency by strategically retrofitting, upgrading, or replacing critical infrastructure, utilizing renewable energy, or by implementing other disaster preparatory mechanisms.	# of av. Points 7

Criteria Guidance

- Repairs or upgrades existing infrastructure
- Repairs or upgrades existing critical infrastructure
- Strategically adds new critical infrastructure, which reduces community vulnerability to natural and manmade disasters
- Includes disaster planning measures
- Includes necessary addition of shelters or evacuation routes

Bonus Criteria (Additional Points)	BNC Subtotal 32
1. Benefits Traditionally Underserved Persons or Areas. Proposed projects improves opportunities for disadvantaged or traditionally underserved persons or areas, such as low-income areas, areas of minority concentration, persons with disabilities, persons with limited English proficiency, etc.	# of av. Points 2
2. Community Health. Proposed project improves physical or mental health of the community through health improvement programs or health education.	# of av. Points 3

Criteria Guidance

- Project is located in low income, very low income, or primarily minority neighborhood (as defined by U.S. Census tract)
- Project incorporates universal or creative ADA design beyond the minimum requirements, providing increased access for persons with disabilities
- Training and job creation benefits disadvantaged or traditionally underserved persons
- Project benefits disadvantaged or traditionally underserved groups in other ways

Criteria Guidance • Project provides affordable access to healthy food • Project proposes to improve public health, disease, or mental health issues • Project provides the public with opportunities for increased physical activity	
3. Neighborhood Benefits. Proposed project provides neighborhood benefit such as increased affordable housing, reduction in crime, or significant aesthetic improvements. **Criteria Guidance** • Increases access to affordable housing • Helps reduce crime / increases safety • Project is located in Community Redevelopment Area (CRA), brownfields area, Enterprise Zone, etc.	# of av. Points 3
4. Local Preference. Proposed project utilizes local labor force or promotes local small businesses. **Criteria Guidance** • Utilizes local labor • Promotes small local businesses	# of av. Points 3
5. Education and Awareness. Proposed project enhances childhood education. **Criteria Guidance** • Project includes pre-k – 12 education or outreach	# of av. Points 2
6. Environmental Outreach. Proposed project includes environmental outreach component.	# of av. Points

Criteria Guidance • Proposed project engages citizens in the active preservation, protection, or restoration of natural resources • Proposed project provides for environmental education signage at the project site	2
7. Cultural and Historic Resources. Proposed project provides for preservation, protection or restoration of cultural, historical, or archaeological significant resources above and beyond minimum regulatory requirements. **Criteria Guidance** • Project may include adaptive reuse of buildings or other existing assets	# of av. Points 2
8. Consistency with Local Plans. Proposed project is consistent with or implements existing adopted plans. **Criteria Guidance** • Project is identified in an adopted plan such as the Surface Water Improvement and Management (SWIM) Program, Basin Management Action Plan (BMAP), Comprehensive Economic Development Strategy, Capital Improvement Plan (CIP), or other City, County, State, or Regional plan	# of av. Points 2
9. *Green Design.* Project incorporates green design elements such as Leadership in Energy & Environmental Design (LEED) principles or other energy and water efficiency/ conservation measures.	# of av. Points 2

Criteria Guidance

- Project integrates LEED principles or other energy efficiency and conservation design features
- Project integrates water conservation design features beyond minimum standards
- Project includes renewable energy component
- Project integrates recycling and reuse of materials
- Project includes other sustainable or low impact design feature

10. *Leverages* Proposed leverages by qualifying additional in-kind matching submitter project funds for cash or funds; can demonstrate additional funding commitment connected to the project.

of av. Points

7

Criteria Guidance

- In-kind matching funds provided
- Other local/state grant matching funds provided
- Parallel other matching grant funds provided
- Parallel federal matching grant funds provided

11. *Sustainability and Efficiency.* The project approach utilizes efficiency measures and provides long term benefits.

of av. Points

2

Criteria Guidance • Proposed project links outcomes, partners, or lands to leverage overall impact • Proposed project provides long-term benefit(s) beyond life of funding period • Proposed project builds upon existing community assets • Proposed project does not produce negative environmental impacts	
12. ***Planning and Partnerships.*** Project planning and design are complete; project includes beneficial partnership. **Criteria Guidance** • Project includes beneficial partnership • Project planning and design is complete / project is shovel ready	# of av. Points 2

Max Points = 72
Bonus Points = 32
Max Total Points = 104

Definitions

1. Project Applicant – an individual, company, agency, organization, or other entity which submits a project proposal or idea to the project portal for consideration in the Escambia County MYIP; a project applicant can be anyone
2. Award Recipient – an organization or company which has been selected to receive funds for purposes of implementing a project included in the adopted MYIP; an award recipient must meet all federal and local grant and procurement requirements
3. Natural successional progression – the specific process by which the structure of a biological community evolves over time; stages of succession depend on community type

4. Average annual median wage – the estimated total annual wages of an occupation divided by its estimated employment
5. Community Economic Development Association of Pensacola (CEDA) – an organization formed in 2015 whose core mission is creating, growing and retaining good paying jobs for the community
6. Gross Domestic Product (GDP) – the total value of goods and services provided over a period of one year in Escambia County
7. Return on Investment (ROI) – a metric used to evaluate and project the returned benefits of a project compared with the monetary inputs
8. STEM fields – Science, Technology, Engineering and Math
9. "At-risk" groups (as applicable to workforce development) – groups of persons who are unemployed, underemployed, working poor, or disenfranchised due to disability, place of residence, geographic location, age, race, sex, or socioeconomic status; may include, but not limited to, public assistance recipients, ex-offenders, persons with disabilities or chronic health issues, single parents, domestic violence victims, dislocated workers, homeless, multi-generational poverty, minorities, veterans, disconnected youth (ages 16-24 not in school, unemployed/ underemployed), older individuals (ages 55+), persons with limited English proficiency, or transportation disadvantaged
10. Community resilience – a measure of the sustained ability of a community to utilize available resources to respond to, withstand, and recover from adverse situations, including disasters
11. Critical infrastructure – the assets, systems, or networks considered essential to Escambia County's public health, safety, security, or economy; may include energy transmission, communications, water supply, hospitals, etc.
12. Traditionally underserved persons or groups – a group of individuals who, because of disability, place of residence, geographic location, age, race, sex, or socioeconomic status, have historically faced barriers to participation in the decision making and public policy process; may include, but not limited to, elderly people, culturally diverse populations such as African-Americans, Native American Indians, non-English speaking persons, persons living in rural, isolated areas, persons with disabilities such as deaf-blindness, and persons who are medically fragile such as persons with AIDS
13. LEED – Leadership in Energy and Environmental Design; a development rating system of the U.S. Green Building Council
14. Beneficial partnership – a well-defined relationship entered into by two or more organizations to achieve a common goal of project implementation; includes outline of jointly developed structure, shared responsibility, accountability for success, and sharing of resources
15. In-kind matching funds – non-cash donations in the form of real property, equipment, supplies, services, and qualified salaries and wages (including volunteer labor) consistent with federal guidance

Sources / References

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2. Alabama Gulf Coast Recovery Council. Restoration Project Suggestion Form. February 2014. http://www.alabamacoastalrestoration.org/pdfs/ProjectSuggestionFormGuide.pdf
3. Bay County RESTORE Act Advisory Committee. Gulf Coast Restoration Trust Fund Partial Multi-Year Implementation Plan for Bay County, Florida. September 2, 2014. http://new.co.bay.fl.us/uploads/documents/1252/file/BaypartialMYIP20140902.pdf

4. Collier County. RESTORE Act Project Evaluation Form and Explanation of Evaluation Form. July 2013. http://www.colliergov.net/modules/showdocument.aspx?documentid=49075
5. Dewberry Watershed Improvement Plan Selection Matrix. 2007.
6. Escambia County Community Redevelopment Agency. Brownsville Redevelopment Plan. 2004. Cantonment Redevelopment Plan. 2014. Englewood Redevelopment Plan. 2009. Palafox Redevelopment Plan. 2007. Warrington Redevelopment Plan. 2010.
7. Escambia County. Escambia County Comprehensive Plan 2030. May 2014.
8. Escambia RESTORE Advisory Committee. Interim Needs Assessment for Escambia County RESTORE Planning. Version 2.2. Adopted January 5, 2015.
9. Florida Department of Environmental Protection. Bayou Chico Basin Management Action Plan. August 2011.
10. Gulf Coast Ecosystem Restoration Council "Final Initial Comprehensive Plan." August 2013.
11. Hernando County. RESTORE Act Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economics of the Gulf Coast States Act 2012, Guiding Principles. Feb 2014. http://www.colliergov.net/modules/showdocument.aspx?documentid=47094
12. Lee County, RESTORE Act Advisory Committee Meeting Minutes. April 16, 2014. http://www.leegov.com/RestoreAct/Documents/Restore%20-%20April%2016%20%202014%20Minutes.pdf
13. Levy County, Florida. Pot 1 RESTORE Act Scoring Criteria Guide. No Date. http://www.levycounty.org/restoreact.aspx
14. Monroe County. RESTORE Act Project Funding Submittal Form. August 2013. http://www.monroecounty-fl.gov/index.aspx?NID=632
15. National Fish and Wildlife Foundation (NFWF). Gulf Environmental Benefit Fund Funding Priorities. Accessed January 2015. http://www.nfwf.org/gulf/Pages/fundingpriorities.aspx
16. Natural Resource Damage Assessment (NRDA) Deepwater Horizon Oil Spill Early Restoration Project Selection Criteria. Spring 2013. http://www.doi.gov/deepwaterhorizon/upload/TC_Toolkit_EarlyCriteria_FINAL_6_12_13.pdf
17. Northwest Florida Water Management District and Florida Department of Environmental Protection. The Pensacola Bay System Surface Water Improvement and Management Plan. October 1997.
18. Okaloosa RESTORE Advisory Committee. Draft Environmental Factors Scoring Sheet. November 2014. http://www.co.okaloosa.fl.us/doc/news/2014/restore_11-05-14_presentation.pdf
19. Okaloosa RESTORE Advisory Committee. Draft Evaluation Tool and Quantitative Factor Significance. September 29, 2014. http://www.colliergov.net/modules/showdocument.aspx?documentid=47094

20. Pensacola Economic Development Association. Key Industries. Accessed February 4, 2015. http://www.choosegreaterpensacola.com/Key-Industries-/Key-Industries-(2).aspx
21. Pinellas County. RESTORE Act Project Priorities. Accessed December 2014. http://www.pinellascounty.org/restore/pdf/Goals_Priorities_Eligible_Activities.pdf
22. Restore Escambia. Proposal for Selection of RESTORE Act Projects in Escambia County, Florida. January 6, 2014.
23. Restore Escambia. Competitive Preference Priorities. January 5, 2015.
24. Santa Rosa County Local RESTORE Council Project Scoring Sheet – Environment, Economic Development, Workforce Development, Infrastructure, and Tourism Selection Criteria. December 2014. http://www.santarosa.fl.gov/bocc/restore.cfm
25. University of West Florida HAAS Center, email dated October 30, 2014.
26. U.S. Department of the Treasury. Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Federal Register Vol. 79, No. 158. August 15, 2014.
27. Walton County. RESTORE Act Project Submittal Form. No Date.

AGENDA NUMBER – Continued



5. RESTORE Act and Development of the Multi-Year Implementation Plan

The Board took the following actions concerning the RESTORE (Resources Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) Act and the development of the County Multi-Year Implementation Plan:

A. Selection Criteria

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving to "send back the process that is sitting here and ask the committee to consider looking at Tourism, it's component within here and then the matching *(and)* also consider the matching side, the leveraging," relative to the recommendation that the Board approve the selection criteria and scoring recommended by the RESTORE Act Advisory Committee (Committee), as provided on pages 1-18, of the Escambia County Draft Project Selection Criteria.

B. Discussion and Guidance

(1) Amendment to RESTORE Act Advisory Committee Resolution

Motion made by Commissioner Underhill, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson temporarily out of the room, adopting a Resolution *(R2015-46)* amending Resolution R2012-150, as amended in Resolution R2014-80 and on April 9, 2015 *(in Resolution R2015-38)*, to include specific RESTORE Act language of Tourism and Seafood Promotion, as provided in H.R. 4348-186.

(2) Project Scoring

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving to score all projects together against each other in one pool.

(Continued on Page 3)

AGENDA NUMBER – Continued



5. Continued…

B. Continued…

(3) Sponsoring or Partnering

The Board discussed sponsoring or partnering with groups that cannot develop a project and their own and was advised by Betina Terry, Chair, RESTORE Act Advisory Committee (Committee), that the Committee foresees connecting applicants with other agencies/organizations that can sponsor or partner with the applicant to develop a project or complete the project either by an electronic portal or offering workshops.

(4) Sub-Grant Funds and/or County Procurement

The Board discussed offering sub-grant funds and/or County procurement for selected project and was advised by County Attorney Rogers that Federal guidelines will be compared with the County procurement process to determine what may be prohibited by Federal rules prior to the procurement process starting.

(5) Funding Set-Asides

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, approving to not require the RESTORE Act Advisory Committee to put any set-asides in its recommendations.

Speaker(s):

Susan Feathers	James Sparks
Frank Cherry	Larry Chamblin
Sherri Myers	Barbara Albrecht
Jessica Koelsch	Bill Young
Jeff Helms	Mary Gutierrez
Tony McCray	Darryl Boudreau
Harold Hommeland	Sue McClure

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8021 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/21/2015
Issue: Request for Permission to Enter Property at 1700 W. Leonard Street By State of Florida, Department of Environmental Protection
From: Terry Gray, Fleet Maintenance Division Manager
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Environmental Protection and Agency Term Contactor Permission to Enter Property at 1700 West Leonard Street, Pensacola, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a request submitted by the Florida Department of Health in Escambia County on behalf of the Florida Department of Environmental Protection, for permission to enter property at 1700 West Leonard Street, Pensacola, Florida (Escambia County Sheriff's Department):

A. Approve the Permission to Enter Property document, submitted by, the State of Florida Department of Environmental Protection, to access the fuel island and immediate vicinity, located at the Sheriff's Department, 1700 West Leonard Street, Pensacola, Florida; and

B. Authorize the Chairman or Vice Chairman to sign the document.

BACKGROUND:

The property at 1700 W. Leonard Street, (the Sheriff's Department fuel island and surrounding area) has been on the Florida Department of Environmental Protection (FDEP) contaminated fuel site list for several years (FAC ID 17862821).

The Fuel Distribution Supervisor of Escambia County has received notification from the Florida Department of Health in Escambia County, on behalf of FDEP, that funding is currently available through the FDEP's Petroleum Restoration Program for the cleanup of petroleum contamination at the above listed facility. Allowing site access is a requirement to maintain eligibility for state funding at the above-listed Petroleum Restoration Program Site. Therefore, the State of Florida, Department of Environmental Protection, and its Agency Term Contractor, subcontractors, and vendors, requests permission to enter the property for the purpose of locating contamination, determining

contamination levels and, when necessary, removing and remediating contamination at no cost to Escambia County.

BUDGETARY IMPACT:

There is no direct budgetary impact at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney has reviewed and approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a copy of the Permission to Enter Property document will be forwarded to the Department of Health, Escambia County, Florida, for the Florida Department of Environmental Protection.

Attachments

Permission to Enter Property Document
Exhibit A Property Legal Description
Cover Letter_Health Dept.

PERMISSION TO ENTER PROPERTY

1. The Parties. The undersigned real property owner, Escambia County, a political subdivision of the State of Florida, ("Owner"), hereby gives permission to the State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor, subcontractors, and vendors ("Contractor'), to enter the Owner's Property ("the Property") located at 1700 West Leonard Street, Pensacola, Escambia County, FDEP Facility ID, 178626821.

2. The Property. Owners owns the certain parcel(s) 17-2S-30-5016-000-002 of real property located at 1700 West Leonard Street, Pensacola, Florida 32501 (the "Property"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors, without cost to the Owner to locate contamination, determine contamination levels and, when necessary remove and remediate contamination which may be performed by the Department and its Contractor. The following activities are included in this Permission but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soils by digging with backhoes, large diameter augers and similar equipment;
- install, operate and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Permission is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed upon the execution of this Agreement. This Permission shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Permission shall be automatically terminated.

Access shall be limited to and from the fuel station (and the immediate vicinity) located North and East of the Escambia County Sheriff's Department Administration Building.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall only pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed prior to activities associated with contamination assessment or remedial action.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Permission. Excessive interference by the Owner or its agents with the performance of any Permissible Activity may result in the Department revoking eligibility for State funded remediation under Chapter 376, Florida Statute.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required by Owner may not revoke this Permission until the appropriate site rehabilitation completion order issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.307(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity.

13. Owner's Release of Claim. If Owner selected the Contractor, the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected Agency Term Contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification and Insurance. The Department does not indemnify the Owner, see paragraph 16. The Contractor has already indemnified the Department. The Contractor should not enter into any agreement that conflicts with its indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Non-waiver of Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

18. Entire Agreement. This Permission shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Department for the purposes herein. No modification, amendment or waiver of the terms and conditions of this Permission shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Permission shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Permission shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Permission that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

21. No Third Party Beneficiaries. This Permission is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: May 13, 2015

Date: _____

Accepted by the State of Florida Department of Environmental Protection:

_____
Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

_____
Signature of Witness

Date: _____

_____
Print Name Date

Attachments: Exhibit A - Legal description of the Property.

Escambia County Property Appraiser
172S305016000002 - Full Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/543 P 161/179 LESS OR 67 P 284 STATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 RD R/W LESS BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 65/100 FT TO POB LESS OR 3386 P 153 SKYLER LESS OR 3907 P 919 ESCAMBIA COUNTY COUNCIL ON AGING INC

April 6, 2015

(Sent via email only to addressee at monty_musser@co.escambia.fl.us)

Mr. Monty Musser
Fuel Distribution Supervisor
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Subject: Notice of Facility Rehabilitation
Escambia County Sheriff's Department
1700 West Leonard Street
Pensacola, Escambia County
FDEP Facility ID# 178626821
Discharge Date: August 17, 1987 (EDI)
Score: 60

Dear Mr. Musser:

Please note: Allowing site access is a requirement to maintain eligibility for state funding at your Petroleum Restoration Program Site.

This letter is to notify you that funding is currently available for the cleanup of petroleum contamination at the above listed facility. As a result, the Florida Department of Health in Escambia County on behalf of The Florida Department of Environment Protection's Petroleum Restoration Program (PRP) plans to continue rehabilitation work soon. Please be advised that recent legislation now requires the PRP to select contractors to perform assessment and remediation of state-funded petroleum contamination. As a result, the PRP selects contractors through a competitive procurement process that is outlined in Chapter 62-772, Florida Administrative Code.

Petroleum restoration work at your site could include installation of soil boring and monitoring wells, sampling of soil borings and monitoring wells, excavation of contamination, installation of a remedial system, operation of a remedial system, and well abandonment and site restoration. The amount and type of work that will need to be done at your site and the time needed to rehabilitate the site will depend on how much contamination is present and the conditions found at the site.

In order to move forward with the assessment and/or remediation of your site our office needs you to sign and return the attached site access agreement. Please submit the agreement within 14 days of receiving this letter.

Please know that the PRP will consider any input you may want to provide with respect to the rehabilitation of this facility. If you would like to provide such input, please contact me at the Florida Department of Health in Escambia County, 1300 West Gregory Street, Pensacola, Florida 32502, via email at the address below, or at 850-595-6700 ext. 2046. In addition, please feel free to contact me to discuss any concerns or issues associated with the assessment and cleanup of the petroleum contamination at your facility.

Sincerely,

Ashley Lyttle
Environmental Specialist II
Petroleum Restoration Program
Ashley.lyttle@flhealth.gov

\apl

Ec: John Bondurant, Cameron-Cole, jbondurant@cameron-cole.com
Laura Barnhart, Cameron-Cole, lbarnhart@cameron-cole.com

Cc: Facility Oculus File
Site Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8185 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the seven Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following seven Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Lynwood V. and Vicki A. Fletcher, the owners of residential property located at 632 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $5,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement;

2. The Agreements between Escambia County CRA and Helen Hartung, the owner of residential property located at 320 East Winthrop Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $337, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for electrical rewiring;

3. The Agreements between Escambia County CRA and Justin Herrington and Angela Vendetti, the owners of residential property located at 303 Alba Plena Street, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,602, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to replace roof and sanitary sewer connection;

4. The Agreements between Escambia County CRA and Michael B. and Deborah K. McLemore, the owners of residential property located at 219 Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,743, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and sanitary sewer connection;

5. The Agreements between Escambia County CRA and Edmund J. and Sydney D. Murphy, the owners of residential property located at 200 Southeast Gilliland Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $2,875, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install central heating and air conditioning system and electrical rewiring;

6. The Agreements between Escambia County CRA and Ronald and Linda Suermann, the owners of residential property located at 221 Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, 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, to install new windows; and

7. The Agreements between Escambia County CRA and Mary L. Matthews, the owner of residential property located at 3413 West Maxwell Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $3,569, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to replace roof; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment which will upgrade the appearance, property values, and economic activity on selected commercial corridors and residential properties. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows

1. Lynwood V. & Vicki Fletcher, Barrancas TIF, Cost Center 220519, in the amount of $5,600
2. Helen Hartung, Warrington TIF, Cost Center 220516, in the amount of $337
3. Justin Herrington & Angela Vendetti, Barrancas TIF, Cost Center 220519, in the amount of $3,602
4. Michael & Deborah McLemore, Warrington TIF, Cost Center 220516, in the amount of $4,743
5. Edmund & Sydney Murphy, Warrington TIF, Cost Center 220516, in the amount of

$2,875
6. Ronald & Linda Suermann, Warrington TIF, Cost Center 220516, in the amount of $6,000
7. Mary L. Matthews, Englewood TIF, Cost Center 220520, in the amount of $3,569

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, 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

Agreement-Fletcher-May2015
Agreement-Hartung-May2015
Agreement-Herrington_Vendetti-May2015
Agreement-McClemore-May2015
Agreement - Murphy - May 2015
Agreement-Suermann-May2015
Agreement-Matthews-May2015

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Lynwood V. and Vicki A. Fletcher,** (the "Recipient(s)"), owner of residential property located at **632 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,600**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,600**, which shall be comprised of a cash contribution of **$5,600.**

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 **21st** day of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Lynwood V. and Vicki A. Fletcher
632 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/28/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Lynwood V. Fletcher, Property Owner

_____
Vicki A. Fletcher, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Lynwood V. Fletcher, Property Owner. He (__) is personally known to me or (X) has produced F432-...-416-0 as identification.

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Vicki A. Fletcher, Property Owner. She (__) is personally known to me or (X) has produced F432-...-597-0 as identification.

_____
Signature of Notary Public

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Lynwood V. and Vicki A. Fletcher**
Property Address: **632 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Lynwood V. and Vicki A. Fletcher	**632 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-006-016**

Total Amount of Lien **$5,600**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient(s):

Lynwood V. Fletcher, Property Owner

Vicki A. Fletcher, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Lynwood V. Fletcher, Property Owner. He (__) is personally known to me or (X) has produced F432... 416-0 as identification.

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Vicki A. Fletcher, Property Owner. She (__) is personally known to me or (X) has produced F432..597-0 as identification.

Signature of Notary Public

(Notary Seal) ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency:

By/Title: _____
Date: 4/28/15



Replace Roof

632 Lakewood Road – Lynwood V. and Vicki A. Fletcher

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Helen Hartung,** (the "Recipient"), owner of residential property located at **320 East Winthrop Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$337**, 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 **$337**, which shall be comprised of a cash contribution of **$337**.

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 **21st day** of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Helen Hartung
320 East Winthrop Avenue
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.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/28/15

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Helen Hartung, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Helen Hartung, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Helen Hartung**
Property Address: **320 East Winthrop Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Helen Hartung	**320 East Winthrop Avenue Pensacola, FL 32507**	**50-2S-30-7050-003-001**

Total Amount of Lien **$337**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient:

Helen Hartung, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Helen Hartung, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/28/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Electrical Rewiring

320 E. Winthrop Ave – Helen Hartung

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Justin Herrington and Angela Vendetti,** (the "Recipient(s)"), owner of residential property located at **303 Alba Plena Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,602**, 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 **$3,602**, which shall be comprised of a cash contribution of **$3,602**

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 **21st** day of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Justin Herrington and Angela Vendetti
303 Alba Plena Street
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.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/23/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Justin Herrington, Property Owner

_____
Angela Vendetti, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Justin Herrington, Property Owner. He (__) is personally known to me or (X) has produced H652 ... 379-0 FLDL as identification.

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Angela Vendetti, Property Owner. She (__) is personally known to me or (X) has produced FLDL V533 ... 822-0 as identification.

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal) NOTARY PUBLIC STATE OF FLORIDA

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Justin Herrington and Angela Vendetti**
Property Address: **303 Alba Plena Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace Roof and Sanitary Sewer Connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Justin Herrington and Angela Vendetti	**303 Alba Plena Street Pensacola, FL 32507**	**59-2S-30-1000-210-012**

Total Amount of Lien **$3,602**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient(s):

Justin Herrington, Property Owner

Angela Vendetti, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Justin Herrington, Property Owner. He (__) is personally known to me or (X) has produced FDL H652...379-0 as identification.

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Angela Vendetti, Property Owner. She (__) is personally known to me or (X) has produced FDL V533...822-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/28/15

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace Roof and Sanitary Sewer Connection

303 Alba Plena Street – Justin Herrington and Angela Vendetti

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Michael B. and Deborah K. McLemore,** (the "Recipients"), owner of residential property located at **219 Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,743**, 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 **$4,743**, which shall be comprised of a cash contribution of **$4,743**.

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 **21st day** of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipients:
Michael B. and Deborah K. McLemore
219 Sunset Avenue
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.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/24/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Michael B. McLemore, Property Owner

_____
Deborah K. McLemore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Michael B. McLemore, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Deborah K. McLemore, Property Owner. She (__) is personally known to me or (✓) has produced FL Driver Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Michael B. and Deborah K. McLemore**
Property Address: **219 Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows and sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Michael B. and Deborah K. McLemore	**219 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-279-014**

Total Amount of Lien **$4,743**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient:

Michael B. McLemore

Michael B. McLemore, Property Owner

Deborah K. McLemore

Deborah K. McLemore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Michael B. McLemore, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Deborah K. McLemore, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/24/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install New Windows and Sanitary Sewer Connection

219 Sunset Avenue – Michael B. and Deborah K. McLemore

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Edmund J. and Sydney D. Murphy,** (the "Recipients"), owner of residential property located at **200 Southeast Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,875**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,875**, which shall be comprised of a cash contribution of **$2,875**.

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 **21st day** of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipients:
Edmund J. and Sydney D. Murphy
200 Southeast Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/16/15

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Edmund J Murphy, Property Owner

_____
Sydney D Murphy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Edmund J Murphy, Property Owner. He (X) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Sydney D Murphy, Property Owner. She (X) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

Caroline Bush
Printed Name of Notary Public

(Notary Seal)

CAROLINE A BUSH
Notary Public - State of Florida
My Comm. Expires May 18, 2017
Commission # FF 010150
Bonded Through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Edmund J. Murphy and Sydney D. Murphy**
Property Address: **200 Southeast Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install Central Heating and Air Conditioning System and Electrical Rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Edmund J. Murphy and Sydney D. Murphy	**200 Southeast Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-418-020**

Total Amount of Lien **$2,875**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient:

Edmund J Murphy

Edmund J Murphy, Property Owner

Sydney D Murphy

Sydney D Murphy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Edmund J Murphy, Property Owner. He (X) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 27 day of April, 2015 by Sydney D Murphy, Property Owner. She (X) is personally known to me or (___) has produced _____ as identification.

Caroline Bush

Signature of Notary Public

(Notary Seal)

Caroline Bush

Printed Name of Notary Public

CAROLINE A BUSH
Notary Public - State of Florida
My Comm. Expires May 18, 2017
Commission # FF 010150
Bonded Through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kdlegal Asst

Date: 4/16/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install Central Heating and Air Conditioning System and Electrical Rewiring

200 Southeast Gilliland Rd – Edmund J. & Sydney D. Murphy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ronald and Linda Suermann,** (the "Recipients"), owner of residential property located at **221 Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **21st day** of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipients:
Ronald and Linda Suermann
221 Sunset Avenue
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.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/13/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Ronald Suermann, Property Owner

_____
Linda Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of April, 2015 by Ronald Suermann, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 14th day of April, 2015 by Linda Suermann, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ronald and Linda Suermann**
Property Address: **221 Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ronald and Linda Suermann	**221 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-278-014**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties 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.

For Recipient:

Ronald Suermann

Ronald Suermann, Property Owner

Linda Suermann

Linda Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of April, 2015 by Ronald Suermann, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 14th day of April, 2015 by Linda Suermann, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/13/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install New Windows

221 Sunset Avenue – Ronald & Linda Suermann

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Mary L. Matthews,** (the "Recipient"), owner of residential property located at **3413 West Maxwell Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,569**, 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 **$3,569**, which shall be comprised of a cash contribution of **$3,569**.

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 **21st** day of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Mary L. Matthews
3413 West Maxwell Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/30/15

For: Board of County Commissioners of Escambia County

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Mary L. Matthews

Mary L. Matthews, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of April, 2015 by Mary L. Matthews, Property Owner. She (__) is personally known to me or (X) has produced FLDL M320...524 0 as identification.

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Mary L. Matthews**
Property Address: **3413 West Maxwell Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replace Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mary L. Matthews	**3413 West Maxwell Street Pensacola, FL 32505**	**16-2S-30-4900-003-003**

Total Amount of Lien **$3,569**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mary L. Matthews

Mary L. Matthews, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of April, 2015 by Mary L. Matthews, Property Owner. He (__) is personally known to me or (X) has produced FLDL M320-524-0 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/30/15



Replace Roof

3413 West Maxwell Street – Mary L. Matthews

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8187 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Three Residential Rehab Grant Program Liens - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Donald R. Robarts	1415 Dexter Avenue	$732
Donald R. Robarts	1202 Dexter Avenue	$882
Petronella Walker	1219 Poppy Avenue	$2,250

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

Attachments

Robarts1-May2015
Robarts2-May2015
Walker-May2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$732**, executed by **Donald R. Robarts** and recorded in Official Record Book **7163** at pages **1462-1463**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/15

ESCAMBIA COUNTY
CLERK'S ORIGINAL
3/18/2014 CAR II-6

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201402938004/29/2014 at 10:46 AM
OFF REC BK: 7163 PG: 1462 - 1463 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Donald R. Robarts	**1415 Dexter Avenue** **Pensacola, FL 32507**	**50-2S-30-5000-007-008**

Total Amount of Lien **$732**

Date: 3/20/2014 Verified By: [illegible]

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Donald R. Robarts, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of February, 2014 by Donald R. Robarts, Property Owner. He (__) is personally known to me or (__) has produced FLDL R163... 471 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054106
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Q. Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Doris Harris
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/11/14



Barrancas District

1415 Dexter Avenue

Sanitary Sewer Connection

Total $1,465



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$882**, executed by **Donald R. Robarts** and recorded in Official Record Book **7163** at pages **1460-1461**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/17/15

ESCAMBIA COUNTY
CLERK'S ORIGINAL
3/18/2014 CAR II-7

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201402937904292014 at 10:48 AM
OFF REC BK: 7163 PG: 1460 - 1461 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Donald R. Robarts	**1202 Dexter Avenue** **Pensacola, FL 32507**	**50-2S-30-5000-002-011**

Total Amount of Lien **$882**

Date: 3/20/2014 Verified By: Ottawa

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Donald R. Robarts, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of February, 2014 by Donald R. Robarts, Property Owner. He (__) is personally known to me or (✓) has produced FLDLR163-471-0 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

By: Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:
Date: 2/19/14



Barrancas District

1202 Dexter Avenue

Sanitary Sewer Connection

Total $1,765



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,250**, executed by **Petronella Walker** and recorded in Official Record Book **7163** at pages **1458-1459**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/15

ESCAMBIA COUNTY
CLERK'S ORIGINAL
3/18/2014 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201402937804292014 at 10:48 AM
OFF REC BK: 7162 PG: 1455 - 1459 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Petronella Walker	**1219 Poppy Avenue** **Pensacola, FL 32507**	**50-2S-30-5000-100-014**

Total Amount of Lien **$2,250**

Date: 3/19/2014 Verified By: DHarris

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Petronella Walker

Petronella Walker, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of February, 2014 by Petronella Walker, Property Owner. She (__) is personally known to me or (✓) has produced FLDL W426...715-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054106
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Doris Harris
Deputy Clerk

Date Executed: March 18, 2014

BCC Approved: 03-18-2014

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:
Date: 2/19/14



Barrancas District

1219 Poppy Avenue

Roof Replacement

Total $4,500



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8188 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite C
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 1611 North Pace Boulevard, Suite "D" - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following May 21, 2015, 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 Program Funding Agreement for the property located at 1611 North Pace Boulevard, Suite "D":

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Wilson Enterprises, Inc. , owner of commercial property located at 1611 North Pace Boulevard, Suite "D", Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $1,512, representing an in-kind match through the CRA Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, to install a new sign; and

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

BACKGROUND:

On May 21, 2015, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Wilson Enterprises, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the CRA Brownsville, Fund 151, Cost Center 220515, Object Code 58301, and/or NED 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement-Wilson-May2015

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **21st** day of **May 2015,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Wilson Enterprises, Inc.,** (the "Recipient"), owner of commercial property located at **1611 North Pace Boulevard, Suite D,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$1,512**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,512,** which shall be comprised of a cash contribution of **$1,512.**

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 **21st** day of **May 2015**, and the Project shall be complete on or before the **21st** day of **August 2015,** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Wilson Enterprises, Inc.
1611 North Pace Blvd., Suite D
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/16/15

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Christa Wilson, Tenant

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of April 2015 by Christa Wilson, Tenant. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: **Wilson Enterprises, Inc.**
Property Address: **1611 North Pace Boulevard, Suite D, Pensacola, FL 32505**

The "Project" includes the following improvements to the above referenced property:

Install new sign.

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502





Install New Sign

1611 N. Pace Blvd. Suite D – Wilson Enterprises, Inc.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8121 **County Administrator's Report** **12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Write-Off of Accounts Receivable
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of $1,566,860.47 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings for the second quarter of Fiscal Year 2014-2014 for 3,233 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filling, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Kristen Hual has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Attachment A

RESOLUTION R2015-____

WHEREAS, certain accounts totaling $1,566,860.47 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q2 FY14/15 BDWO" and made part hereof by reference; and

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

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

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

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

Board of County Commissioners
Escambia County, Florida

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/22/15

Attachment A

Trip Date	Run #	Customer	Due
2010-01-12	Run 1,025		83.67
2011-06-23	Run 16,957		156.68
2011-06-26	Run 17,385		675.00
2011-08-09	Run 21,984		655.00
2011-08-20	Run 23,047		835.00
2011-10-19	Run 28,954		935.00
2011-12-13	Run 34,062		555.00
2011-12-16	Run 34,414		875.00
2012-01-14	Run 1,209		965.00
2012-01-21	Run 1,923		833.00
2012-02-23	Run 5,222		783.00
2012-02-24	Run 5,301		65.17
2012-03-09	Run 6,777		769.00
2012-04-15	Run 10,561		258.00
2012-04-27	Run 11,920		609.00
2012-05-14	Run 13,695		795.00
2012-05-23	Run 14,623		977.00
2012-06-20	Run 17,416		658.00
2012-07-20	Run 20,609		637.00
2012-08-22	Run 23,995		884.00
2012-09-30	Run 28,084		280.00
2012-10-06	Run 28,753		833.00
2012-10-18	Run 29,905		809.00
2012-10-31	Run 31,180		845.00
2012-11-25	Run 33,669		929.00
2012-12-09	Run 35,144		150.00
2013-01-17	Run 1,863		1,009.00
2013-04-04	Run 9,971		133.80
2013-05-10	Run 13,575		795.00
2013-05-25	Run 15,121		200.00
2013-06-05	Run 16,364		561.00
2013-08-03	Run 22,537		93.15
2013-08-18	Run 24,223		107.40
2013-08-25	Run 24,883		161.00
2013-09-04	Run 25,829		150.00
2013-09-04	Run 25,894		783.00
2013-09-13	Run 26,772		869.00
2013-09-23	Run 27,890		126.60
2013-10-02	Run 28,838		414.87
2013-10-11	Run 29,687		250.00
2013-10-23	Run 30,867		637.00
2013-10-25	Run 31,080		166.49
2013-10-28	Run 31,364		195.40
2013-11-01	Run 31,799		138.60

2013-11-02	Run 31,814		83.48
2013-11-02	Run 31,853		88.44
2013-11-02	Run 31,865		110.53
2013-11-02	Run 31,838		609.00
2013-11-03	Run 31,970		86.60
2013-11-03	Run 31,911		102.26
2013-11-04	Run 32,012		82.91
2013-11-05	Run 32,161		89.86
2013-11-09	Run 32,569		133.80
2013-11-12	Run 32,810		100.00
2013-11-13	Run 32,893		100.00
2013-11-14	Run 32,971		100.00
2013-11-16	Run 33,239		51.79
2013-11-16	Run 33,147		163.83
2013-11-25	Run 34,035		25.00
2013-11-30	Run 34,522		131.40
2013-12-03	Run 34,897		150.00
2013-12-05	Run 35,196		768.00
2013-12-07	Run 35,317		150.00
2013-12-09	Run 35,528		91.42
2013-12-10	Run 35,655		150.00
2013-12-10	Run 35,611		893.00
2013-12-11	Run 35,802		150.00
2013-12-14	Run 36,111		927.00
2013-12-16	Run 36,366		107.40
2013-12-19	Run 36,690		280.00
2013-12-20	Run 36,754		1,011.00
2013-12-21	Run 36,895		597.00
2013-12-23	Run 37,020		150.00
2013-12-28	Run 37,653		249.90
2014-01-05	Run 714		88.08
2014-01-07	Run 512		250.00
2014-01-07	Run 442		881.00
2014-01-08	Run 836		387.34
2014-01-09	Run 996		80.93
2014-01-11	Run 1,246		97.11
2014-01-13	Run 1,376		1,037.00
2014-01-14	Run 1,570		83.79
2014-01-17	Run 1,833		87.72
2014-01-18	Run 1,923		661.00
2014-01-23	Run 2,410		124.20
2014-01-24	Run 2,492		82.64
2014-01-24	Run 2,562		85.22
2014-01-26	Run 2,709		759.00
2014-01-26	Run 2,732		905.00
2014-01-26	Run 2,714		937.00
2014-01-27	Run 2,807		61.26

2014-01-28	Run 2,984		196.81
2014-01-28	Run 2,902		754.00
2014-01-29	Run 3,048		975.00
2014-02-01	Run 3,371		56.55
2014-02-01	Run 3,392		78.30
2014-02-01	Run 3,324		90.66
2014-02-01	Run 3,273		100.00
2014-02-01	Run 3,321		104.58
2014-02-01	Run 3,358		104.74
2014-02-01	Run 3,315		150.00
2014-02-01	Run 3,329		150.00
2014-02-01	Run 3,332		150.00
2014-02-01	Run 3,355		160.00
2014-02-01	Run 3,407		197.81
2014-02-01	Run 3,366		200.00
2014-02-01	Run 3,413		250.00
2014-02-01	Run 3,296		250.00
2014-02-01	Run 3,293		250.00
2014-02-01	Run 3,361		300.00
2014-02-01	Run 3,375		585.00
2014-02-01	Run 3,275		609.00
2014-02-01	Run 3,328		759.00
2014-02-01	Run 3,313		771.00
2014-02-01	Run 3,357		783.00
2014-02-01	Run 3,335		805.00
2014-02-01	Run 3,343		831.00
2014-02-01	Run 3,339		831.00
2014-02-01	Run 3,288		841.00
2014-02-01	Run 3,306		893.00
2014-02-01	Run 3,281		901.00
2014-02-02	Run 3,535		89.09
2014-02-02	Run 3,462		100.00
2014-02-02	Run 3,457		108.20
2014-02-02	Run 3,418		112.25
2014-02-02	Run 3,439		178.20
2014-02-02	Run 3,443		250.00
2014-02-02	Run 3,437		332.18
2014-02-02	Run 3,467		549.00
2014-02-02	Run 3,435		745.00
2014-02-02	Run 3,386		759.00
2014-02-02	Run 3,430		807.00
2014-02-02	Run 3,426		807.00
2014-02-02	Run 3,534		809.00
2014-02-02	Run 3,461		869.00
2014-02-02	Run 3,466		961.00
2014-02-03	Run 3,588		43.58
2014-02-03	Run 3,528		50.00

2014-02-03	Run 3,550		58.00
2014-02-03	Run 3,529		84.36
2014-02-03	Run 3,511		89.95
2014-02-03	Run 3,463		91.52
2014-02-03	Run 3,614		102.40
2014-02-03	Run 3,597		150.00
2014-02-03	Run 3,515		150.00
2014-02-03	Run 3,601		150.00
2014-02-03	Run 3,523		150.00
2014-02-03	Run 3,560		150.00
2014-02-03	Run 3,576		163.80
2014-02-03	Run 3,538		250.00
2014-02-03	Run 3,617		250.00
2014-02-03	Run 3,536		681.00
2014-02-03	Run 3,581		684.00
2014-02-03	Run 3,587		709.00
2014-02-03	Run 3,615		744.00
2014-02-03	Run 3,503		759.00
2014-02-03	Run 3,593		809.00
2014-02-03	Run 3,599		819.00
2014-02-03	Run 3,516		855.00
2014-02-03	Run 3,484		869.00
2014-02-03	Run 3,508		929.00
2014-02-04	Run 3,634		24.71
2014-02-04	Run 3,655		35.00
2014-02-04	Run 3,669		50.00
2014-02-04	Run 3,666		71.62
2014-02-04	Run 3,721		85.36
2014-02-04	Run 3,730		88.37
2014-02-04	Run 3,611		121.50
2014-02-04	Run 3,633		141.06
2014-02-04	Run 3,672		150.00
2014-02-04	Run 3,709		150.00
2014-02-04	Run 3,718		150.00
2014-02-04	Run 3,656		150.00
2014-02-04	Run 3,731		168.60
2014-02-04	Run 3,711		173.80
2014-02-04	Run 3,641		300.00
2014-02-04	Run 3,726		585.00
2014-02-04	Run 3,706		597.00
2014-02-04	Run 3,685		627.00
2014-02-04	Run 3,684		645.00
2014-02-04	Run 3,657		671.00
2014-02-04	Run 3,683		747.00
2014-02-04	Run 3,661		747.00
2014-02-04	Run 3,700		807.00
2014-02-04	Run 3,693		833.00

2014-02-04	Run 3,668		845.00
2014-02-04	Run 3,635		857.00
2014-02-04	Run 3,703		893.00
2014-02-05	Run 3,755		84.79
2014-02-05	Run 3,836		87.51
2014-02-05	Run 3,740		88.51
2014-02-05	Run 3,791		100.00
2014-02-05	Run 3,747		100.00
2014-02-05	Run 3,781		150.00
2014-02-05	Run 3,774		150.00
2014-02-05	Run 3,786		222.18
2014-02-05	Run 3,816		280.26
2014-02-05	Run 3,838		284.60
2014-02-05	Run 3,737		685.00
2014-02-05	Run 3,761		733.00
2014-02-05	Run 3,821		739.00
2014-02-05	Run 3,745		759.00
2014-02-05	Run 3,724		783.00
2014-02-05	Run 3,809		795.00
2014-02-05	Run 3,757		829.00
2014-02-05	Run 3,802		873.00
2014-02-06	Run 3,918		85.65
2014-02-06	Run 3,922		100.00
2014-02-06	Run 3,890		150.00
2014-02-06	Run 3,869		200.00
2014-02-06	Run 3,889		300.00
2014-02-06	Run 3,852		537.00
2014-02-06	Run 3,904		549.00
2014-02-06	Run 3,860		683.00
2014-02-06	Run 3,885		771.00
2014-02-06	Run 3,906		771.00
2014-02-06	Run 3,820		781.00
2014-02-06	Run 3,871		795.00
2014-02-06	Run 3,898		843.00
2014-02-06	Run 3,923		845.00
2014-02-06	Run 3,895		855.00
2014-02-06	Run 3,894		855.00
2014-02-06	Run 3,856		903.00
2014-02-06	Run 3,862		1,311.00
2014-02-07	Run 4,012		85.00
2014-02-07	Run 3,950		125.00
2014-02-07	Run 3,925		150.00
2014-02-07	Run 3,927		152.89
2014-02-07	Run 3,955		249.90
2014-02-07	Run 3,912		250.00
2014-02-07	Run 3,980		250.00
2014-02-07	Run 3,911		300.00

2014-02-07	Run 3,977		571.00
2014-02-07	Run 3,919		573.00
2014-02-07	Run 3,957		597.00
2014-02-07	Run 3,983		597.00
2014-02-07	Run 3,934		657.00
2014-02-07	Run 3,903		705.00
2014-02-07	Run 3,961		753.00
2014-02-07	Run 4,016		757.00
2014-02-07	Run 3,916		759.00
2014-02-07	Run 3,965		821.00
2014-02-07	Run 3,963		881.00
2014-02-07	Run 3,988		881.00
2014-02-07	Run 3,932		905.00
2014-02-07	Run 4,007		1,404.00
2014-02-08	Run 4,063		25.00
2014-02-08	Run 4,072		87.51
2014-02-08	Run 4,088		98.82
2014-02-08	Run 4,036		100.00
2014-02-08	Run 4,081		150.00
2014-02-08	Run 4,049		150.00
2014-02-08	Run 4,065		250.00
2014-02-08	Run 4,023		498.90
2014-02-08	Run 4,095		561.00
2014-02-08	Run 4,103		561.00
2014-02-08	Run 4,109		633.57
2014-02-08	Run 4,031		693.00
2014-02-08	Run 4,096		759.00
2014-02-08	Run 4,013		783.00
2014-02-08	Run 4,077		797.00
2014-02-08	Run 4,061		819.00
2014-02-08	Run 4,080		843.00
2014-02-08	Run 4,044		893.00
2014-02-08	Run 4,022		949.00
2014-02-08	Run 4,067		953.00
2014-02-08	Run 4,074		1,009.00
2014-02-08	Run 4,089		1,287.00
2014-02-08	Run 4,073		1,865.00
2014-02-09	Run 4,143		50.00
2014-02-09	Run 4,141		94.10
2014-02-09	Run 4,155		101.55
2014-02-09	Run 4,099		150.00
2014-02-09	Run 4,127		194.60
2014-02-09	Run 4,140		250.00
2014-02-09	Run 4,165		300.00
2014-02-09	Run 4,171		306.90
2014-02-09	Run 4,125		336.14
2014-02-09	Run 4,148		537.00

2014-02-09	Run 4,136		561.00
2014-02-09	Run 4,265		573.00
2014-02-09	Run 4,157		591.00
2014-02-09	Run 4,172		715.00
2014-02-09	Run 4,145		739.54
2014-02-09	Run 4,121		783.00
2014-02-09	Run 4,151		833.00
2014-02-09	Run 4,090		843.00
2014-02-09	Run 4,142		855.00
2014-02-09	Run 4,266		1,219.00
2014-02-10	Run 4,235		81.93
2014-02-10	Run 4,208		86.80
2014-02-10	Run 4,212		87.66
2014-02-10	Run 4,253		91.66
2014-02-10	Run 4,277		139.40
2014-02-10	Run 4,223		200.00
2014-02-10	Run 4,168		585.00
2014-02-10	Run 4,249		709.00
2014-02-10	Run 4,305		757.00
2014-02-10	Run 4,167		759.00
2014-02-10	Run 4,181		769.00
2014-02-10	Run 4,214		795.00
2014-02-10	Run 4,288		821.00
2014-02-10	Run 4,248		833.00
2014-02-10	Run 4,196		843.00
2014-02-10	Run 4,274		963.00
2014-02-11	Run 4,397		86.80
2014-02-11	Run 4,321		100.00
2014-02-11	Run 4,353		125.00
2014-02-11	Run 4,360		250.00
2014-02-11	Run 4,370		300.00
2014-02-11	Run 4,316		492.63
2014-02-11	Run 4,306		549.00
2014-02-11	Run 4,325		585.00
2014-02-11	Run 4,364		597.00
2014-02-11	Run 4,341		693.00
2014-02-11	Run 4,392		733.00
2014-02-11	Run 4,355		759.00
2014-02-11	Run 4,390		771.00
2014-02-11	Run 4,276		783.00
2014-02-11	Run 4,300		797.00
2014-02-11	Run 4,399		809.00
2014-02-11	Run 4,315		824.00
2014-02-11	Run 4,326		845.00
2014-02-11	Run 4,358		869.00
2014-02-11	Run 4,335		869.00
2014-02-12	Run 4,455		24.74

2014-02-12	Run 4,451		86.94
2014-02-12	Run 4,405		87.37
2014-02-12	Run 4,425		91.24
2014-02-12	Run 4,403		100.00
2014-02-12	Run 4,418		118.75
2014-02-12	Run 4,401		150.00
2014-02-12	Run 4,443		150.00
2014-02-12	Run 4,420		150.00
2014-02-12	Run 4,448		300.00
2014-02-12	Run 4,519		537.00
2014-02-12	Run 4,394		585.00
2014-02-12	Run 4,476		609.00
2014-02-12	Run 4,439		621.00
2014-02-12	Run 4,413		759.00
2014-02-12	Run 4,494		768.00
2014-02-12	Run 4,429		809.00
2014-02-12	Run 4,423		821.00
2014-02-12	Run 4,404		857.00
2014-02-12	Run 4,410		1,265.00
2014-02-13	Run 4,568		58.55
2014-02-13	Run 4,537		83.22
2014-02-13	Run 4,489		90.81
2014-02-13	Run 4,611		125.00
2014-02-13	Run 4,483		125.00
2014-02-13	Run 4,574		151.80
2014-02-13	Run 4,600		200.00
2014-02-13	Run 4,565		225.00
2014-02-13	Run 4,516		250.00
2014-02-13	Run 4,593		300.00
2014-02-13	Run 4,609		561.00
2014-02-13	Run 4,594		561.00
2014-02-13	Run 4,591		561.00
2014-02-13	Run 4,595		573.00
2014-02-13	Run 4,597		573.00
2014-02-13	Run 5,150		597.00
2014-02-13	Run 4,538		597.43
2014-02-13	Run 4,556		757.00
2014-02-13	Run 4,549		769.00
2014-02-13	Run 4,610		795.00
2014-02-13	Run 4,573		807.00
2014-02-13	Run 4,571		831.00
2014-02-13	Run 4,534		833.00
2014-02-13	Run 4,543		845.00
2014-02-13	Run 4,580		903.00
2014-02-13	Run 4,579		905.00
2014-02-14	Run 4,613		42.68
2014-02-14	Run 4,728		83.07

2014-02-14	Run 4,749		86.08
2014-02-14	Run 4,681		87.08
2014-02-14	Run 4,722		91.95
2014-02-14	Run 4,641		93.38
2014-02-14	Run 4,690		119.40
2014-02-14	Run 4,660		150.00
2014-02-14	Run 4,730		150.00
2014-02-14	Run 4,655		150.00
2014-02-14	Run 4,703		154.33
2014-02-14	Run 4,633		186.16
2014-02-14	Run 4,731		585.00
2014-02-14	Run 4,644		621.00
2014-02-14	Run 4,583		657.00
2014-02-14	Run 4,629		721.00
2014-02-14	Run 4,638		783.00
2014-02-14	Run 4,755		797.00
2014-02-15	Run 4,733		20.00
2014-02-15	Run 4,789		150.00
2014-02-15	Run 4,781		150.00
2014-02-15	Run 4,766		175.80
2014-02-15	Run 4,734		200.00
2014-02-15	Run 5,751		537.00
2014-02-15	Run 4,830		561.00
2014-02-15	Run 4,754		561.00
2014-02-15	Run 4,809		597.00
2014-02-15	Run 4,824		621.00
2014-02-15	Run 4,812		697.00
2014-02-15	Run 4,802		721.00
2014-02-15	Run 4,743		759.00
2014-02-15	Run 4,825		771.00
2014-02-15	Run 4,823		795.00
2014-02-15	Run 4,836		807.00
2014-02-15	Run 4,762		843.00
2014-02-15	Run 4,811		845.00
2014-02-15	Run 4,758		865.00
2014-02-16	Run 4,881		7.51
2014-02-16	Run 4,853		150.00
2014-02-16	Run 4,891		150.00
2014-02-16	Run 4,855		398.65
2014-02-16	Run 4,902		597.00
2014-02-16	Run 4,907		621.00
2014-02-16	Run 4,913		705.00
2014-02-16	Run 4,930		771.00
2014-02-16	Run 4,854		807.00
2014-02-16	Run 4,923		833.00
2014-02-16	Run 4,840		843.00
2014-02-16	Run 4,875		845.00

2014-02-16	Run 4,888		867.00
2014-02-16	Run 4,924		903.00
2014-02-16	Run 4,922		949.00
2014-02-17	Run 5,028		20.00
2014-02-17	Run 5,015		50.00
2014-02-17	Run 4,969		75.34
2014-02-17	Run 4,994		83.22
2014-02-17	Run 4,939		92.24
2014-02-17	Run 4,959		100.40
2014-02-17	Run 4,943		125.00
2014-02-17	Run 5,011		127.20
2014-02-17	Run 4,989		149.40
2014-02-17	Run 4,992		150.00
2014-02-17	Run 4,999		153.80
2014-02-17	Run 4,975		449.94
2014-02-17	Run 4,983		561.00
2014-02-17	Run 4,947		605.88
2014-02-17	Run 5,013		645.00
2014-02-17	Run 4,988		747.00
2014-02-17	Run 4,927		747.00
2014-02-17	Run 5,009		821.00
2014-02-17	Run 4,966		843.00
2014-02-17	Run 4,968		881.00
2014-02-17	Run 4,933		1,165.00
2014-02-18	Run 5,048		100.00
2014-02-18	Run 5,039		150.00
2014-02-18	Run 5,101		150.00
2014-02-18	Run 5,145		150.00
2014-02-18	Run 5,104		250.00
2014-02-18	Run 5,102		250.00
2014-02-18	Run 5,138		250.00
2014-02-18	Run 5,058		300.00
2014-02-18	Run 5,173		376.30
2014-02-18	Run 5,112		427.34
2014-02-18	Run 5,061		430.58
2014-02-18	Run 5,052		454.01
2014-02-18	Run 5,050		537.00
2014-02-18	Run 5,078		537.00
2014-02-18	Run 5,051		537.00
2014-02-18	Run 5,116		561.00
2014-02-18	Run 5,027		649.00
2014-02-18	Run 5,033		759.00
2014-02-18	Run 5,055		783.00
2014-02-18	Run 5,053		833.00
2014-02-19	Run 5,149		86.80
2014-02-19	Run 5,241		88.23
2014-02-19	Run 5,188		88.37

2014-02-19	Run 5,192		93.96
2014-02-19	Run 5,140		100.00
2014-02-19	Run 5,177		100.00
2014-02-19	Run 5,244		119.40
2014-02-19	Run 5,267		150.00
2014-02-19	Run 5,226		150.00
2014-02-19	Run 5,189		150.00
2014-02-19	Run 5,248		150.00
2014-02-19	Run 5,191		200.00
2014-02-19	Run 5,199		230.87
2014-02-19	Run 5,163		250.00
2014-02-19	Run 5,237		250.00
2014-02-19	Run 5,254		297.00
2014-02-19	Run 5,123		300.00
2014-02-19	Run 5,222		528.90
2014-02-19	Run 5,288		597.00
2014-02-19	Run 5,748		819.00
2014-02-19	Run 5,184		833.00
2014-02-19	Run 5,119		845.00
2014-02-19	Run 5,243		941.00
2014-02-19	Run 5,261		963.00
2014-02-20	Run 5,385		83.30
2014-02-20	Run 5,263		90.23
2014-02-20	Run 5,312		92.95
2014-02-20	Run 5,377		93.53
2014-02-20	Run 5,276		150.00
2014-02-20	Run 5,306		150.00
2014-02-20	Run 5,384		150.00
2014-02-20	Run 5,269		250.00
2014-02-20	Run 5,311		250.00
2014-02-20	Run 5,366		250.00
2014-02-20	Run 5,271		250.00
2014-02-20	Run 5,379		300.00
2014-02-20	Run 5,280		316.06
2014-02-20	Run 5,323		537.00
2014-02-20	Run 5,344		599.00
2014-02-20	Run 5,391		669.00
2014-02-20	Run 5,376		709.00
2014-02-20	Run 5,421		709.00
2014-02-20	Run 5,417		757.00
2014-02-20	Run 5,354		783.00
2014-02-20	Run 5,343		795.00
2014-02-20	Run 5,422		797.00
2014-02-20	Run 5,374		797.00
2014-02-20	Run 5,418		807.00
2014-02-20	Run 5,390		807.00
2014-02-20	Run 5,262		807.00

2014-02-20	Run 5,330		809.00
2014-02-20	Run 5,416		819.00
2014-02-20	Run 5,347		831.00
2014-02-20	Run 5,318		843.00
2014-02-20	Run 5,353		843.00
2014-02-20	Run 5,393		879.00
2014-02-20	Run 5,749		879.00
2014-02-20	Run 5,368		905.00
2014-02-20	Run 5,342		927.00
2014-02-20	Run 5,409		934.00
2014-02-20	Run 5,378		961.00
2014-02-21	Run 5,399		85.51
2014-02-21	Run 5,540		86.08
2014-02-21	Run 5,446		87.51
2014-02-21	Run 5,494		88.37
2014-02-21	Run 5,453		92.09
2014-02-21	Run 5,404		119.40
2014-02-21	Run 5,476		145.00
2014-02-21	Run 5,488		150.00
2014-02-21	Run 5,514		160.00
2014-02-21	Run 5,470		561.00
2014-02-21	Run 5,464		651.27
2014-02-21	Run 5,431		709.00
2014-02-21	Run 5,481		733.00
2014-02-21	Run 5,423		733.00
2014-02-21	Run 5,441		843.00
2014-02-21	Run 5,432		843.00
2014-02-21	Run 5,538		857.00
2014-02-21	Run 5,465		941.00
2014-02-21	Run 5,515		987.00
2014-02-22	Run 5,556		20.00
2014-02-22	Run 5,570		100.00
2014-02-22	Run 5,627		121.80
2014-02-22	Run 5,582		146.08
2014-02-22	Run 5,573		150.00
2014-02-22	Run 5,669		150.00
2014-02-22	Run 5,588		150.00
2014-02-22	Run 5,650		300.00
2014-02-22	Run 5,653		537.00
2014-02-22	Run 5,597		549.00
2014-02-22	Run 5,604		549.00
2014-02-22	Run 5,607		549.00
2014-02-22	Run 5,502		564.01
2014-02-22	Run 5,657		566.20
2014-02-22	Run 5,631		609.00
2014-02-22	Run 5,652		747.00
2014-02-22	Run 5,503		759.00

2014-02-22	Run 5,589		795.00
2014-02-22	Run 5,530		805.00
2014-02-22	Run 5,508		821.00
2014-02-22	Run 5,542		857.00
2014-02-22	Run 5,609		893.00
2014-02-22	Run 5,564		1,013.00
2014-02-22	Run 5,554		1,059.00
2014-02-23	Run 5,706		20.00
2014-02-23	Run 5,642		83.36
2014-02-23	Run 5,677		94.24
2014-02-23	Run 5,676		100.00
2014-02-23	Run 5,673		136.97
2014-02-23	Run 5,680		150.00
2014-02-23	Run 5,696		150.00
2014-02-23	Run 5,659		150.00
2014-02-23	Run 5,668		597.00
2014-02-23	Run 5,674		733.00
2014-02-23	Run 5,737		771.00
2014-02-23	Run 5,730		821.00
2014-02-23	Run 5,645		869.00
2014-02-23	Run 5,686		903.00
2014-02-23	Run 5,719		1,001.00
2014-02-24	Run 5,728		88.80
2014-02-24	Run 5,836		89.09
2014-02-24	Run 5,726		90.09
2014-02-24	Run 5,809		90.23
2014-02-24	Run 5,832		106.70
2014-02-24	Run 5,873		123.71
2014-02-24	Run 5,842		150.00
2014-02-24	Run 5,822		250.00
2014-02-24	Run 5,847		549.00
2014-02-24	Run 5,843		573.00
2014-02-24	Run 5,799		573.00
2014-02-24	Run 5,789		771.00
2014-02-24	Run 5,807		771.00
2014-02-24	Run 5,793		777.00
2014-02-24	Run 5,826		800.00
2014-02-24	Run 5,783		819.00
2014-02-24	Run 5,854		879.00
2014-02-25	Run 5,955		10.05
2014-02-25	Run 5,963		93.96
2014-02-25	Run 5,907		100.00
2014-02-25	Run 5,937		125.00
2014-02-25	Run 5,891		150.00
2014-02-25	Run 5,868		240.00
2014-02-25	Run 5,888		250.00
2014-02-25	Run 5,855		250.00

2014-02-25	Run 5,980		300.00
2014-02-25	Run 5,903		481.19
2014-02-25	Run 5,863		573.00
2014-02-25	Run 5,886		645.67
2014-02-25	Run 5,950		669.00
2014-02-25	Run 5,881		757.00
2014-02-25	Run 5,893		771.00
2014-02-25	Run 5,941		795.00
2014-02-25	Run 5,973		833.00
2014-02-25	Run 5,861		843.00
2014-02-25	Run 5,878		853.00
2014-02-25	Run 5,936		855.00
2014-02-25	Run 5,874		917.00
2014-02-26	Run 5,953		72.33
2014-02-26	Run 5,974		87.66
2014-02-26	Run 6,008		93.24
2014-02-26	Run 5,991		100.00
2014-02-26	Run 6,016		125.00
2014-02-26	Run 5,994		131.40
2014-02-26	Run 6,032		150.00
2014-02-26	Run 5,995		245.16
2014-02-26	Run 5,990		275.00
2014-02-26	Run 5,979		300.00
2014-02-26	Run 6,042		549.00
2014-02-26	Run 6,019		609.00
2014-02-26	Run 6,033		609.00
2014-02-26	Run 5,946		721.00
2014-02-26	Run 5,985		747.00
2014-02-26	Run 5,996		747.00
2014-02-26	Run 6,051		771.00
2014-02-26	Run 6,056		843.00
2014-02-27	Run 6,135		75.00
2014-02-27	Run 7,227		84.79
2014-02-27	Run 6,185		89.09
2014-02-27	Run 6,082		95.82
2014-02-27	Run 6,151		100.00
2014-02-27	Run 6,112		104.58
2014-02-27	Run 6,440		150.00
2014-02-27	Run 6,076		196.99
2014-02-27	Run 6,150		254.75
2014-02-27	Run 6,124		300.00
2014-02-27	Run 6,165		523.00
2014-02-27	Run 6,114		537.00
2014-02-27	Run 6,173		549.00
2014-02-27	Run 6,089		597.00
2014-02-27	Run 6,136		621.00
2014-02-27	Run 6,142		633.00

2014-02-27	Run 6,115		747.00
2014-02-27	Run 6,122		803.00
2014-02-27	Run 6,088		831.00
2014-02-27	Run 6,134		833.00
2014-02-27	Run 6,128		845.00
2014-02-27	Run 6,063		917.00
2014-02-27	Run 6,148		977.00
2014-02-28	Run 6,265		20.00
2014-02-28	Run 6,241		79.35
2014-02-28	Run 6,259		95.82
2014-02-28	Run 6,206		96.90
2014-02-28	Run 6,224		100.00
2014-02-28	Run 6,272		100.00
2014-02-28	Run 6,211		150.00
2014-02-28	Run 6,441		150.00
2014-02-28	Run 6,290		150.00
2014-02-28	Run 6,221		150.00
2014-02-28	Run 6,277		150.00
2014-02-28	Run 6,442		196.08
2014-02-28	Run 6,245		250.00
2014-02-28	Run 6,226		300.00
2014-02-28	Run 6,223		300.00
2014-02-28	Run 6,233		300.00
2014-02-28	Run 6,218		657.00
2014-02-28	Run 6,270		697.00
2014-02-28	Run 6,181		733.00
2014-02-28	Run 6,281		757.00
2014-02-28	Run 6,214		809.00
2014-02-28	Run 6,208		833.00
2014-02-28	Run 6,228		843.00
2014-03-01	Run 6,311		10.33
2014-03-01	Run 6,288		25.30
2014-03-01	Run 6,327		53.87
2014-03-01	Run 6,366		86.37
2014-03-01	Run 6,369		88.37
2014-03-01	Run 6,274		92.52
2014-03-01	Run 6,318		100.00
2014-03-01	Run 6,386		100.00
2014-03-01	Run 6,350		150.00
2014-03-01	Run 6,400		150.00
2014-03-01	Run 6,399		150.00
2014-03-01	Run 6,324		329.59
2014-03-01	Run 6,289		573.00
2014-03-01	Run 6,351		573.00
2014-03-01	Run 6,376		585.00
2014-03-01	Run 6,330		657.00
2014-03-01	Run 6,293		681.00

2014-03-01	Run 6,340		721.00
2014-03-01	Run 6,317		783.00
2014-03-01	Run 6,359		795.00
2014-03-01	Run 6,310		817.00
2014-03-01	Run 6,313		857.00
2014-03-01	Run 6,368		915.00
2014-03-01	Run 6,334		958.00
2014-03-02	Run 6,416		63.22
2014-03-02	Run 6,472		87.66
2014-03-02	Run 6,374		200.00
2014-03-02	Run 6,405		250.00
2014-03-02	Run 6,419		281.00
2014-03-02	Run 6,459		324.20
2014-03-02	Run 6,438		585.00
2014-03-02	Run 6,417		585.00
2014-03-02	Run 6,499		759.00
2014-03-02	Run 6,453		795.00
2014-03-02	Run 6,485		829.00
2014-03-02	Run 6,421		845.00
2014-03-02	Run 6,462		857.00
2014-03-02	Run 6,455		869.00
2014-03-02	Run 6,473		881.00
2014-03-02	Run 6,425		989.00
2014-03-03	Run 6,569		56.55
2014-03-03	Run 6,506		86.42
2014-03-03	Run 6,565		100.00
2014-03-03	Run 6,559		133.06
2014-03-03	Run 6,534		150.00
2014-03-03	Run 6,544		150.00
2014-03-03	Run 6,532		537.00
2014-03-03	Run 6,517		585.00
2014-03-03	Run 6,571		833.00
2014-03-04	Run 6,588		83.22
2014-03-04	Run 6,657		85.36
2014-03-04	Run 6,599		148.84
2014-03-04	Run 6,666		150.00
2014-03-04	Run 6,602		150.00
2014-03-04	Run 6,608		150.00
2014-03-04	Run 6,656		186.60
2014-03-04	Run 6,633		549.00
2014-03-04	Run 6,675		633.00
2014-03-04	Run 6,574		657.00
2014-03-04	Run 6,573		845.00
2014-03-04	Run 6,642		1,033.00
2014-03-05	Run 6,753		83.93
2014-03-05	Run 6,709		87.08
2014-03-05	Run 6,798		87.37

2014-03-05	Run 6,707		93.24
2014-03-05	Run 6,790		107.86
2014-03-05	Run 6,826		150.00
2014-03-05	Run 6,739		199.71
2014-03-05	Run 6,776		282.18
2014-03-05	Run 6,749		300.00
2014-03-05	Run 6,684		549.00
2014-03-05	Run 6,685		621.00
2014-03-05	Run 6,689		781.00
2014-03-05	Run 6,686		843.00
2014-03-05	Run 6,787		853.00
2014-03-05	Run 6,697		857.00
2014-03-05	Run 6,729		879.00
2014-03-05	Run 6,734		937.00
2014-03-05	Run 6,741		965.00
2014-03-06	Run 6,834		50.45
2014-03-06	Run 6,856		78.92
2014-03-06	Run 6,850		85.22
2014-03-06	Run 6,817		91.24
2014-03-06	Run 6,863		94.24
2014-03-06	Run 6,874		100.00
2014-03-06	Run 6,861		100.00
2014-03-06	Run 6,820		150.00
2014-03-06	Run 6,836		250.00
2014-03-06	Run 6,877		300.00
2014-03-06	Run 7,080		300.00
2014-03-06	Run 6,793		304.15
2014-03-06	Run 6,855		537.00
2014-03-06	Run 6,824		597.00
2014-03-06	Run 6,857		609.00
2014-03-06	Run 6,795		651.00
2014-03-06	Run 6,839		807.00
2014-03-06	Run 6,805		821.00
2014-03-06	Run 6,851		879.00
2014-03-07	Run 6,990		76.20
2014-03-07	Run 6,967		100.00
2014-03-07	Run 6,904		150.00
2014-03-07	Run 6,926		200.00
2014-03-07	Run 6,934		369.30
2014-03-07	Run 6,919		549.00
2014-03-07	Run 6,905		573.00
2014-03-07	Run 6,915		603.00
2014-03-07	Run 6,892		609.00
2014-03-07	Run 6,981		733.00
2014-03-07	Run 6,918		747.00
2014-03-07	Run 7,019		783.00
2014-03-07	Run 6,929		877.00

2014-03-07	Run 6,966		937.00
2014-03-07	Run 6,952		941.00
2014-03-07	Run 6,910		973.00
2014-03-07	Run 6,939		1,001.00
2014-03-08	Run 7,012		98.40
2014-03-08	Run 7,051		104.80
2014-03-08	Run 7,016		125.00
2014-03-08	Run 6,984		150.00
2014-03-08	Run 7,098		173.40
2014-03-08	Run 7,038		200.00
2014-03-08	Run 7,020		621.00
2014-03-08	Run 7,062		630.26
2014-03-08	Run 7,069		747.00
2014-03-08	Run 7,043		757.00
2014-03-08	Run 7,088		771.00
2014-03-08	Run 7,110		833.00
2014-03-08	Run 7,040		843.00
2014-03-08	Run 7,108		855.00
2014-03-08	Run 7,086		857.00
2014-03-08	Run 7,048		881.00
2014-03-08	Run 7,090		893.00
2014-03-08	Run 6,995		949.00
2014-03-08	Run 7,075		963.00
2014-03-09	Run 7,144		231.72
2014-03-09	Run 7,145		250.00
2014-03-09	Run 7,101		308.83
2014-03-09	Run 7,206		747.00
2014-03-09	Run 7,132		759.00
2014-03-09	Run 7,156		759.00
2014-03-09	Run 7,127		759.00
2014-03-09	Run 7,150		789.00
2014-03-09	Run 7,222		807.00
2014-03-09	Run 7,122		841.00
2014-03-09	Run 7,184		843.00
2014-03-09	Run 7,175		845.00
2014-03-09	Run 7,133		879.00
2014-03-09	Run 7,119		889.00
2014-03-09	Run 7,179		973.00
2014-03-09	Run 7,153		1,001.00
2014-03-09	Run 7,157		1,047.00
2014-03-09	Run 7,117		1,440.00
2014-03-10	Run 7,233		73.77
2014-03-10	Run 7,343		88.23
2014-03-10	Run 7,298		89.09
2014-03-10	Run 7,241		91.81
2014-03-10	Run 7,221		98.97
2014-03-10	Run 7,213		537.00

2014-03-10	Run 7,322		609.00
2014-03-10	Run 7,333		657.00
2014-03-10	Run 7,230		685.00
2014-03-10	Run 7,220		709.00
2014-03-10	Run 7,307		747.00
2014-03-10	Run 7,193		757.00
2014-03-10	Run 7,214		783.00
2014-03-10	Run 7,323		855.00
2014-03-10	Run 7,239		869.00
2014-03-10	Run 7,229		973.00
2014-03-10	Run 7,302		1,033.00
2014-03-10	Run 7,276		1,061.00
2014-03-11	Run 7,467		33.80
2014-03-11	Run 7,373		70.00
2014-03-11	Run 7,425		83.22
2014-03-11	Run 7,412		91.66
2014-03-11	Run 7,319		100.00
2014-03-11	Run 7,336		129.60
2014-03-11	Run 7,350		150.00
2014-03-11	Run 7,393		435.42
2014-03-11	Run 7,330		464.90
2014-03-11	Run 7,381		585.00
2014-03-11	Run 7,461		671.00
2014-03-11	Run 7,434		747.00
2014-03-11	Run 7,403		771.00
2014-03-11	Run 7,422		783.00
2014-03-11	Run 7,386		809.00
2014-03-11	Run 7,470		831.00
2014-03-11	Run 7,325		841.00
2014-03-11	Run 7,370		845.00
2014-03-11	Run 7,440		881.00
2014-03-11	Run 7,390		1,001.00
2014-03-12	Run 7,445		61.99
2014-03-12	Run 7,443		90.52
2014-03-12	Run 7,587		91.24
2014-03-12	Run 7,474		91.66
2014-03-12	Run 7,558		100.00
2014-03-12	Run 7,576		125.00
2014-03-12	Run 7,519		125.00
2014-03-12	Run 7,561		133.64
2014-03-12	Run 7,543		150.00
2014-03-12	Run 7,462		150.00
2014-03-12	Run 7,546		219.58
2014-03-12	Run 7,439		400.83
2014-03-12	Run 7,552		561.00
2014-03-12	Run 7,535		561.00
2014-03-12	Run 7,491		597.00

2014-03-12	Run 7,525		629.27
2014-03-12	Run 7,483		719.00
2014-03-12	Run 7,452		747.00
2014-03-12	Run 7,493		751.00
2014-03-12	Run 7,539		759.00
2014-03-12	Run 7,464		769.00
2014-03-12	Run 7,584		771.00
2014-03-12	Run 7,500		795.00
2014-03-12	Run 7,590		903.00
2014-03-12	Run 7,484		905.00
2014-03-12	Run 7,531		973.00
2014-03-12	Run 7,504		1,001.00
2014-03-13	Run 7,698		86.65
2014-03-13	Run 7,656		88.37
2014-03-13	Run 7,643		150.00
2014-03-13	Run 7,649		150.00
2014-03-13	Run 7,657		250.00
2014-03-13	Run 7,591		250.00
2014-03-13	Run 7,645		300.00
2014-03-13	Run 7,574		300.00
2014-03-13	Run 7,661		300.00
2014-03-13	Run 7,673		341.18
2014-03-13	Run 7,678		640.09
2014-03-13	Run 7,618		675.00
2014-03-13	Run 7,617		675.00
2014-03-13	Run 7,639		697.00
2014-03-13	Run 7,586		819.00
2014-03-13	Run 7,697		821.00
2014-03-13	Run 7,670		833.00
2014-03-13	Run 7,694		893.00
2014-03-13	Run 7,672		927.00
2014-03-14	Run 7,722		110.00
2014-03-14	Run 7,795		150.00
2014-03-14	Run 7,746		150.00
2014-03-14	Run 7,744		150.00
2014-03-14	Run 7,737		231.30
2014-03-14	Run 7,759		645.00
2014-03-14	Run 7,686		697.00
2014-03-14	Run 7,907		701.54
2014-03-14	Run 7,713		747.00
2014-03-14	Run 7,755		771.00
2014-03-14	Run 7,733		781.00
2014-03-14	Run 7,750		795.00
2014-03-14	Run 7,916		797.00
2014-03-14	Run 7,712		821.00
2014-03-14	Run 7,776		833.00
2014-03-14	Run 7,770		881.00

2014-03-14	Run 7,732		889.00
2014-03-15	Run 7,817		47.86
2014-03-15	Run 7,902		49.87
2014-03-15	Run 7,820		89.66
2014-03-15	Run 7,791		92.81
2014-03-15	Run 7,856		100.00
2014-03-15	Run 7,918		150.00
2014-03-15	Run 7,810		250.00
2014-03-15	Run 7,797		250.00
2014-03-15	Run 7,888		297.28
2014-03-15	Run 7,802		320.90
2014-03-15	Run 7,878		525.80
2014-03-15	Run 7,813		537.00
2014-03-15	Run 7,811		561.00
2014-03-15	Run 7,855		573.00
2014-03-15	Run 7,772		609.00
2014-03-15	Run 7,818		657.00
2014-03-15	Run 7,874		759.00
2014-03-15	Run 7,846		771.00
2014-03-15	Run 7,896		795.00
2014-03-15	Run 7,830		801.00
2014-03-15	Run 7,849		809.00
2014-03-15	Run 7,860		809.00
2014-03-15	Run 7,898		843.00
2014-03-15	Run 7,771		863.00
2014-03-15	Run 7,836		881.00
2014-03-15	Run 7,790		891.00
2014-03-15	Run 7,858		973.00
2014-03-16	Run 7,928		83.93
2014-03-16	Run 8,003		109.71
2014-03-16	Run 7,968		125.00
2014-03-16	Run 7,893		150.00
2014-03-16	Run 7,899		240.00
2014-03-16	Run 7,959		250.00
2014-03-16	Run 7,977		561.00
2014-03-16	Run 7,934		621.00
2014-03-16	Run 7,945		747.00
2014-03-16	Run 7,925		771.00
2014-03-16	Run 7,949		833.00
2014-03-16	Run 7,958		843.00
2014-03-16	Run 7,996		927.00
2014-03-16	Run 7,895		949.00
2014-03-17	Run 8,068		29.00
2014-03-17	Run 8,044		99.83
2014-03-17	Run 8,073		117.44
2014-03-17	Run 8,060		150.00
2014-03-17	Run 8,011		150.00

2014-03-17	Run 8,014		150.00
2014-03-17	Run 8,055		161.80
2014-03-17	Run 8,005		549.00
2014-03-17	Run 8,062		573.00
2014-03-17	Run 8,081		627.32
2014-03-17	Run 7,993		645.00
2014-03-17	Run 8,078		673.00
2014-03-17	Run 8,058		681.00
2014-03-17	Run 8,018		697.00
2014-03-17	Run 8,036		721.00
2014-03-17	Run 8,059		747.00
2014-03-17	Run 8,032		771.00
2014-03-17	Run 8,015		831.00
2014-03-17	Run 7,973		833.00
2014-03-17	Run 8,070		893.00
2014-03-18	Run 8,170		50.00
2014-03-18	Run 8,202		95.53
2014-03-18	Run 8,169		96.25
2014-03-18	Run 8,123		103.12
2014-03-18	Run 8,163		114.86
2014-03-18	Run 8,219		150.00
2014-03-18	Run 8,104		150.00
2014-03-18	Run 8,138		150.00
2014-03-18	Run 8,144		265.74
2014-03-18	Run 8,142		405.70
2014-03-18	Run 8,195		559.14
2014-03-18	Run 8,125		609.00
2014-03-18	Run 8,116		783.00
2014-03-18	Run 8,093		795.00
2014-03-18	Run 8,153		797.00
2014-03-18	Run 8,114		807.00
2014-03-18	Run 8,203		809.00
2014-03-18	Run 8,154		809.00
2014-03-18	Run 8,189		821.00
2014-03-18	Run 8,132		833.00
2014-03-18	Run 8,091		925.00
2014-03-18	Run 8,167		985.00
2014-03-18	Run 8,157		1,057.00
2014-03-19	Run 8,344		70.76
2014-03-19	Run 8,253		80.07
2014-03-19	Run 8,334		92.38
2014-03-19	Run 8,308		94.10
2014-03-19	Run 8,270		132.30
2014-03-19	Run 8,280		145.52
2014-03-19	Run 8,235		150.00
2014-03-19	Run 8,245		150.00
2014-03-19	Run 8,243		150.00

2014-03-19	Run 8,327		259.64
2014-03-19	Run 8,297		310.00
2014-03-19	Run 8,289		537.00
2014-03-19	Run 8,296		611.00
2014-03-19	Run 8,337		771.00
2014-03-19	Run 8,313		783.00
2014-03-19	Run 8,247		783.00
2014-03-19	Run 8,232		817.00
2014-03-19	Run 8,335		855.00
2014-03-20	Run 8,438		83.22
2014-03-20	Run 8,331		102.84
2014-03-20	Run 8,368		119.60
2014-03-20	Run 8,428		150.00
2014-03-20	Run 8,408		150.00
2014-03-20	Run 8,413		150.00
2014-03-20	Run 8,389		537.90
2014-03-20	Run 8,460		579.27
2014-03-20	Run 8,391		615.00
2014-03-20	Run 8,386		615.00
2014-03-20	Run 8,364		633.00
2014-03-20	Run 8,367		633.00
2014-03-20	Run 8,416		639.00
2014-03-20	Run 8,399		693.00
2014-03-20	Run 8,469		721.00
2014-03-20	Run 8,412		771.00
2014-03-20	Run 8,394		771.00
2014-03-20	Run 8,427		783.00
2014-03-20	Run 8,410		833.00
2014-03-20	Run 8,426		855.00
2014-03-20	Run 8,405		929.00
2014-03-20	Run 8,423		941.00
2014-03-20	Run 8,455		977.00
2014-03-21	Run 8,477		80.93
2014-03-21	Run 8,537		83.22
2014-03-21	Run 8,500		84.79
2014-03-21	Run 8,559		85.65
2014-03-21	Run 8,480		103.27
2014-03-21	Run 8,491		125.00
2014-03-21	Run 8,531		125.00
2014-03-21	Run 8,539		150.00
2014-03-21	Run 8,442		150.00
2014-03-21	Run 8,523		150.00
2014-03-21	Run 8,470		150.00
2014-03-21	Run 8,464		367.54
2014-03-21	Run 8,466		561.00
2014-03-21	Run 8,457		573.00
2014-03-21	Run 9,699		585.00

2014-03-21	Run 8,503		621.00
2014-03-21	Run 8,522		711.00
2014-03-21	Run 8,462		747.00
2014-03-21	Run 8,492		783.00
2014-03-21	Run 8,473		795.00
2014-03-21	Run 8,488		809.00
2014-03-21	Run 8,512		819.00
2014-03-21	Run 8,555		845.00
2014-03-21	Run 8,504		867.00
2014-03-21	Run 8,578		893.00
2014-03-21	Run 8,549		917.00
2014-03-21	Run 8,465		965.00
2014-03-22	Run 8,579		86.51
2014-03-22	Run 8,631		106.99
2014-03-22	Run 8,616		115.87
2014-03-22	Run 9,871		150.00
2014-03-22	Run 8,652		585.00
2014-03-22	Run 8,613		609.00
2014-03-22	Run 8,634		733.00
2014-03-22	Run 8,640		765.00
2014-03-22	Run 8,593		783.00
2014-03-22	Run 8,595		797.00
2014-03-22	Run 8,670		809.00
2014-03-22	Run 8,543		809.00
2014-03-22	Run 8,582		819.00
2014-03-22	Run 8,589		821.00
2014-03-22	Run 8,565		973.00
2014-03-22	Run 8,550		1,009.00
2014-03-22	Run 8,628		1,071.00
2014-03-22	Run 8,606		1,325.00
2014-03-23	Run 8,757		64.50
2014-03-23	Run 8,758		86.65
2014-03-23	Run 8,752		90.38
2014-03-23	Run 8,742		150.00
2014-03-23	Run 8,769		150.00
2014-03-23	Run 8,697		202.60
2014-03-23	Run 8,712		300.00
2014-03-23	Run 8,774		300.00
2014-03-23	Run 8,729		383.35
2014-03-23	Run 8,714		561.00
2014-03-23	Run 8,775		561.00
2014-03-23	Run 8,732		585.00
2014-03-23	Run 8,764		662.95
2014-03-23	Run 8,681		709.00
2014-03-23	Run 8,655		747.00
2014-03-23	Run 8,658		759.00
2014-03-23	Run 8,689		759.00

2014-03-23	Run 8,657		759.00
2014-03-23	Run 8,682		771.00
2014-03-23	Run 9,700		771.00
2014-03-23	Run 8,740		781.00
2014-03-23	Run 8,776		809.00
2014-03-23	Run 8,765		821.00
2014-03-23	Run 8,722		821.00
2014-03-23	Run 8,735		843.00
2014-03-23	Run 8,679		853.00
2014-03-23	Run 8,650		869.00
2014-03-24	Run 8,806		100.00
2014-03-24	Run 8,878		150.00
2014-03-24	Run 9,702		150.00
2014-03-24	Run 8,884		150.00
2014-03-24	Run 8,881		250.00
2014-03-24	Run 8,866		400.01
2014-03-24	Run 8,834		549.00
2014-03-24	Run 8,778		549.00
2014-03-24	Run 8,786		573.00
2014-03-24	Run 8,831		573.00
2014-03-24	Run 8,772		609.00
2014-03-24	Run 8,876		647.00
2014-03-24	Run 8,809		709.00
2014-03-24	Run 8,824		747.00
2014-03-24	Run 8,807		751.00
2014-03-24	Run 8,804		759.00
2014-03-24	Run 8,874		781.00
2014-03-24	Run 8,812		893.00
2014-03-24	Run 8,879		987.00
2014-03-25	Run 8,936		72.76
2014-03-25	Run 8,980		87.23
2014-03-25	Run 8,960		92.67
2014-03-25	Run 8,914		110.00
2014-03-25	Run 9,008		150.00
2014-03-25	Run 8,901		150.00
2014-03-25	Run 8,966		537.00
2014-03-25	Run 8,926		567.00
2014-03-25	Run 8,925		567.00
2014-03-25	Run 8,959		567.00
2014-03-25	Run 8,992		621.00
2014-03-25	Run 8,961		627.00
2014-03-25	Run 9,001		721.00
2014-03-25	Run 8,935		747.00
2014-03-25	Run 9,015		757.00
2014-03-25	Run 9,020		783.00
2014-03-25	Run 8,962		795.00
2014-03-25	Run 9,009		797.00

2014-03-25	Run 8,933		807.00
2014-03-25	Run 9,014		869.00
2014-03-25	Run 8,942		989.00
2014-03-26	Run 9,005		100.00
2014-03-26	Run 9,027		125.00
2014-03-26	Run 9,030		143.58
2014-03-26	Run 9,140		150.00
2014-03-26	Run 9,101		150.00
2014-03-26	Run 9,115		150.00
2014-03-26	Run 9,092		150.00
2014-03-26	Run 9,003		182.70
2014-03-26	Run 9,026		561.00
2014-03-26	Run 9,043		561.00
2014-03-26	Run 9,062		585.00
2014-03-26	Run 9,110		833.00
2014-03-26	Run 9,130		869.00
2014-03-26	Run 9,056		869.00
2014-03-26	Run 9,117		1,009.00
2014-03-27	Run 9,242		89.21
2014-03-27	Run 9,112		91.79
2014-03-27	Run 9,175		93.53
2014-03-27	Run 9,707		94.10
2014-03-27	Run 9,205		100.00
2014-03-27	Run 9,254		100.00
2014-03-27	Run 9,167		115.65
2014-03-27	Run 9,148		150.00
2014-03-27	Run 9,161		150.00
2014-03-27	Run 9,244		150.00
2014-03-27	Run 9,199		250.00
2014-03-27	Run 9,154		250.00
2014-03-27	Run 9,234		300.00
2014-03-27	Run 9,139		573.00
2014-03-27	Run 9,209		603.00
2014-03-27	Run 9,212		603.00
2014-03-27	Run 9,203		633.00
2014-03-27	Run 9,251		637.86
2014-03-27	Run 9,194		657.00
2014-03-27	Run 9,188		699.00
2014-03-27	Run 9,120		721.00
2014-03-27	Run 9,123		729.00
2014-03-27	Run 9,147		771.00
2014-03-27	Run 9,137		781.00
2014-03-27	Run 9,126		831.00
2014-03-27	Run 9,121		833.00
2014-03-27	Run 9,229		845.00
2014-03-27	Run 9,213		903.00
2014-03-27	Run 9,221		905.00

2014-03-27	Run 9,201		949.00
2014-03-28	Run 9,316		50.00
2014-03-28	Run 9,321		88.66
2014-03-28	Run 9,314		126.00
2014-03-28	Run 9,352		136.20
2014-03-28	Run 9,364		150.00
2014-03-28	Run 9,370		150.00
2014-03-28	Run 9,250		150.00
2014-03-28	Run 9,353		657.00
2014-03-28	Run 9,287		795.00
2014-03-28	Run 9,347		797.00
2014-03-28	Run 9,290		843.00
2014-03-28	Run 9,288		909.62
2014-03-28	Run 9,329		989.00
2014-03-28	Run 9,342		1,013.00
2014-03-28	Run 9,227		1,536.00
2014-03-29	Run 9,425		56.62
2014-03-29	Run 9,385		92.67
2014-03-29	Run 9,474		125.00
2014-03-29	Run 9,367		150.00
2014-03-29	Run 9,430		278.80
2014-03-29	Run 9,454		300.00
2014-03-29	Run 9,411		537.00
2014-03-29	Run 9,432		549.00
2014-03-29	Run 9,431		561.00
2014-03-29	Run 9,462		585.00
2014-03-29	Run 9,466		745.00
2014-03-29	Run 9,442		783.00
2014-03-29	Run 9,438		807.00
2014-03-29	Run 9,428		819.00
2014-03-29	Run 9,448		867.00
2014-03-29	Run 9,416		939.00
2014-03-30	Run 9,465		20.00
2014-03-30	Run 9,524		20.00
2014-03-30	Run 9,478		75.34
2014-03-30	Run 9,529		90.38
2014-03-30	Run 9,546		110.00
2014-03-30	Run 9,450		150.00
2014-03-30	Run 9,516		150.00
2014-03-30	Run 9,562		549.00
2014-03-30	Run 9,439		609.00
2014-03-30	Run 9,535		759.00
2014-03-30	Run 9,536		759.00
2014-03-30	Run 9,476		759.00
2014-03-30	Run 9,505		819.00
2014-03-30	Run 9,509		821.00
2014-03-30	Run 9,482		857.00

2014-03-30	Run 9,483		869.00
2014-03-30	Run 9,511		917.00
2014-03-30	Run 9,537		975.00
2014-03-30	Run 9,553		1,063.00
2014-03-31	Run 9,588		83.22
2014-03-31	Run 9,659		89.52
2014-03-31	Run 9,644		100.11
2014-03-31	Run 9,689		150.00
2014-03-31	Run 9,608		150.00
2014-03-31	Run 9,653		150.00
2014-03-31	Run 9,565		150.00
2014-03-31	Run 9,596		201.83
2014-03-31	Run 9,650		250.00
2014-03-31	Run 9,630		288.00
2014-03-31	Run 9,628		537.00
2014-03-31	Run 9,663		627.00
2014-03-31	Run 9,603		633.00
2014-03-31	Run 9,666		709.00
2014-03-31	Run 9,570		747.00
2014-03-31	Run 9,611		769.00
2014-03-31	Run 9,597		1,011.00
2014-03-31	Run 9,592		1,025.00
2014-04-01	Run 9,771		88.08
2014-04-01	Run 9,679		88.66
2014-04-01	Run 9,711		100.00
2014-04-01	Run 9,750		121.80
2014-04-01	Run 9,791		150.00
2014-04-01	Run 9,727		150.00
2014-04-01	Run 9,705		150.00
2014-04-01	Run 9,738		150.00
2014-04-01	Run 9,760		250.00
2014-04-01	Run 9,767		515.08
2014-04-01	Run 9,735		573.00
2014-04-01	Run 9,668		634.00
2014-04-01	Run 9,796		697.00
2014-04-01	Run 9,744		721.00
2014-04-01	Run 9,748		757.00
2014-04-01	Run 9,790		795.00
2014-04-01	Run 9,720		845.00
2014-04-01	Run 9,729		893.00
2014-04-01	Run 9,785		941.00
2014-04-01	Run 9,662		1,001.00
2014-04-01	Run 9,752		1,049.00
2014-04-01	Run 9,709		3,048.00
2014-04-02	Run 9,892		573.00
2014-04-03	Run 9,964		190.65
2014-04-03	Run 9,929		474.40

2014-04-03	Run 9,943		630.63
2014-04-03	Run 9,889		727.00
2014-04-03	Run 9,998		1,121.00
2014-04-04	Run 10,007		88.51
2014-04-04	Run 10,040		156.07
2014-04-05	Run 10,267		573.00
2014-04-05	Run 10,291		989.00
2014-04-06	Run 10,339		7.51
2014-04-06	Run 10,325		111.00
2014-04-06	Run 10,363		150.00
2014-04-06	Run 10,322		697.00
2014-04-06	Run 10,301		733.00
2014-04-07	Run 10,425		110.00
2014-04-07	Run 10,471		709.00
2014-04-07	Run 10,473		833.00
2014-04-08	Run 10,595		10.00
2014-04-08	Run 10,620		85.65
2014-04-08	Run 10,499		150.00
2014-04-08	Run 10,596		150.00
2014-04-08	Run 10,532		278.46
2014-04-08	Run 10,520		637.06
2014-04-08	Run 10,470		769.00
2014-04-08	Run 10,564		821.00
2014-04-09	Run 10,715		150.00
2014-04-09	Run 10,677		637.00
2014-04-09	Run 10,649		771.00
2014-04-10	Run 10,860		150.00
2014-04-10	Run 10,862		747.00
2014-04-10	Run 10,864		881.00
2014-04-10	Run 10,854		1,073.00
2014-04-11	Run 10,954		92.67
2014-04-11	Run 10,936		341.86
2014-04-11	Run 11,001		597.00
2014-04-11	Run 10,921		669.00
2014-04-12	Run 11,082		129.54
2014-04-12	Run 11,076		149.73
2014-04-12	Run 11,042		150.00
2014-04-12	Run 11,120		182.87
2014-04-12	Run 11,021		819.00
2014-04-12	Run 11,097		843.00
2014-04-13	Run 11,133		50.00
2014-04-13	Run 11,162		531.00
2014-04-13	Run 11,114		549.00
2014-04-13	Run 11,209		821.00
2014-04-14	Run 11,300		89.66
2014-04-14	Run 11,206		100.00
2014-04-14	Run 11,238		250.00

2014-04-14	Run 11,244		795.00
2014-04-15	Run 11,367		75.34
2014-04-15	Run 11,378		86.70
2014-04-15	Run 11,332		92.24
2014-04-15	Run 11,384		126.60
2014-04-15	Run 11,433		150.00
2014-04-15	Run 11,329		587.00
2014-04-15	Run 11,387		807.00
2014-04-15	Run 11,366		1,047.00
2014-04-16	Run 11,539		318.20
2014-04-16	Run 11,527		951.00
2014-04-17	Run 11,544		561.00
2014-04-17	Run 11,555		903.00
2014-04-18	Run 11,771		573.00
2014-04-18	Run 11,735		753.00
2014-04-18	Run 11,689		783.00
2014-04-19	Run 11,869		244.60
2014-04-19	Run 11,745		881.00
2014-04-20	Run 11,917		110.00
2014-04-20	Run 11,916		549.00
2014-04-20	Run 12,806		771.00
2014-04-20	Run 11,967		819.00
2014-04-21	Run 11,999		549.00
2014-04-21	Run 11,959		819.00
2014-04-22	Run 12,151		747.00
2014-04-23	Run 12,252		93.10
2014-04-23	Run 12,200		451.53
2014-04-23	Run 12,191		464.46
2014-04-23	Run 12,266		759.00
2014-04-23	Run 12,204		821.00
2014-04-23	Run 12,285		829.00
2014-04-24	Run 12,387		50.00
2014-04-24	Run 12,358		76.49
2014-04-24	Run 12,357		92.67
2014-04-24	Run 12,814		150.00
2014-04-24	Run 12,284		250.00
2014-04-24	Run 12,280		561.00
2014-04-24	Run 12,817		585.00
2014-04-25	Run 12,448		881.00
2014-04-25	Run 12,491		973.00
2014-04-26	Run 12,599		91.09
2014-04-26	Run 12,722		150.00
2014-04-26	Run 12,621		161.40
2014-04-26	Run 12,589		561.00
2014-04-26	Run 12,636		733.00
2014-04-26	Run 12,631		759.00
2014-04-26	Run 12,602		831.00

2014-04-26	Run 12,647		1,073.00
2014-04-27	Run 12,825		150.00
2014-04-27	Run 12,662		759.00
2014-04-27	Run 12,756		759.00
2014-04-27	Run 12,658		771.00
2014-04-27	Run 12,708		795.00
2014-04-28	Run 12,855		60.00
2014-04-28	Run 12,841		748.29
2014-04-28	Run 12,789		821.00
2014-04-29	Run 13,004		561.00
2014-04-29	Run 13,016		573.00
2014-04-29	Run 13,010		747.00
2014-04-29	Run 12,933		893.00
2014-04-30	Run 13,075		18.36
2014-04-30	Run 13,570		118.20
2014-04-30	Run 13,062		126.60
2014-04-30	Run 13,029		561.00
2014-04-30	Run 13,339		561.00
2014-04-30	Run 13,064		633.00
2014-05-01	Run 13,185		448.90
2014-05-01	Run 13,220		585.00
2014-05-02	Run 13,275		84.50
2014-05-02	Run 13,260		180.60
2014-05-02	Run 13,362		1,311.00
2014-05-03	Run 13,390		573.00
2014-05-03	Run 13,363		597.00
2014-05-04	Run 13,517		136.20
2014-05-04	Run 13,540		150.00
2014-05-04	Run 13,499		561.00
2014-05-04	Run 13,538		597.00
2014-05-04	Run 13,468		609.00
2014-05-04	Run 13,508		759.00
2014-05-04	Run 13,596		829.00
2014-05-05	Run 13,671		75.20
2014-05-05	Run 13,574		89.09
2014-05-05	Run 13,670		121.80
2014-05-05	Run 13,643		124.20
2014-05-05	Run 13,698		709.00
2014-05-06	Run 13,758		50.00
2014-05-06	Run 13,756		94.00
2014-05-06	Run 13,825		150.00
2014-05-06	Run 13,790		150.00
2014-05-06	Run 13,812		531.70
2014-05-06	Run 13,776		561.00
2014-05-06	Run 13,751		833.00
2014-05-07	Run 13,904		90.00
2014-05-07	Run 13,876		100.00

2014-05-07	Run 13,942		103.55
2014-05-07	Run 13,943		609.00
2014-05-07	Run 13,892		639.66
2014-05-07	Run 13,957		709.00
2014-05-07	Run 13,952		759.00
2014-05-07	Run 13,972		843.00
2014-05-08	Run 14,083		19.22
2014-05-08	Run 14,015		118.20
2014-05-08	Run 14,099		759.00
2014-05-08	Run 14,050		809.00
2014-05-08	Run 14,046		857.00
2014-05-08	Run 14,024		949.00
2014-05-09	Run 14,141		131.40
2014-05-09	Run 14,201		537.00
2014-05-09	Run 14,198		917.00
2014-05-10	Run 14,233		117.91
2014-05-10	Run 14,317		125.00
2014-05-10	Run 14,331		561.00
2014-05-10	Run 14,297		729.00
2014-05-10	Run 14,282		747.00
2014-05-10	Run 14,397		845.00
2014-05-10	Run 14,268		975.00
2014-05-11	Run 14,398		10.00
2014-05-11	Run 14,403		83.22
2014-05-11	Run 14,400		154.20
2014-05-11	Run 14,396		459.14
2014-05-11	Run 14,424		747.00
2014-05-12	Run 14,540		499.00
2014-05-12	Run 14,421		561.00
2014-05-12	Run 14,427		785.00
2014-05-13	Run 14,621		48.00
2014-05-13	Run 14,691		50.00
2014-05-13	Run 14,587		123.00
2014-05-13	Run 14,553		150.00
2014-05-13	Run 14,679		549.00
2014-05-13	Run 14,625		759.00
2014-05-13	Run 14,593		771.00
2014-05-13	Run 14,646		833.00
2014-05-14	Run 14,786		93.67
2014-05-14	Run 14,766		100.26
2014-05-14	Run 14,733		537.00
2014-05-14	Run 14,763		549.00
2014-05-14	Run 14,799		821.00
2014-05-14	Run 14,796		833.00
2014-05-15	Run 14,874		121.80
2014-05-16	Run 14,925		150.00
2014-05-16	Run 14,988		205.74

2014-05-16	Run 14,940		609.00
2014-05-16	Run 14,951		771.00
2014-05-16	Run 14,937		771.00
2014-05-17	Run 15,115		537.00
2014-05-17	Run 15,021		537.00
2014-05-17	Run 15,030		694.00
2014-05-17	Run 15,110		759.00
2014-05-17	Run 15,093		795.00
2014-05-17	Run 15,125		834.00
2014-05-17	Run 15,119		1,021.00
2014-05-18	Run 15,130		411.27
2014-05-18	Run 15,346		841.00
2014-05-19	Run 15,277		118.20
2014-05-19	Run 15,241		119.40
2014-05-19	Run 15,220		600.11
2014-05-20	Run 15,357		150.00
2014-05-20	Run 15,335		523.00
2014-05-20	Run 15,451		573.00
2014-05-20	Run 15,434		735.00
2014-05-20	Run 15,426		905.00
2014-05-21	Run 15,589		149.96
2014-05-21	Run 15,536		203.39
2014-05-21	Run 15,566		511.00
2014-05-21	Run 15,542		744.00
2014-05-22	Run 15,747		50.00
2014-05-22	Run 15,771		121.37
2014-05-22	Run 15,750		672.00
2014-05-22	Run 15,680		751.00
2014-05-23	Run 15,767		20.00
2014-05-23	Run 15,812		84.93
2014-05-23	Run 15,824		214.02
2014-05-23	Run 15,867		250.00
2014-05-23	Run 15,751		684.00
2014-05-23	Run 15,855		795.00
2014-05-24	Run 15,965		100.00
2014-05-24	Run 16,001		200.34
2014-05-24	Run 15,973		300.00
2014-05-24	Run 15,968		547.00
2014-05-24	Run 15,958		559.00
2014-05-24	Run 15,944		559.00
2014-05-24	Run 15,928		573.00
2014-05-24	Run 16,003		585.00
2014-05-24	Run 15,959		831.00
2014-05-25	Run 16,096		20.00
2014-05-25	Run 16,051		49.55
2014-05-25	Run 15,986		150.00
2014-05-25	Run 16,086		150.00

2014-05-25	Run 16,074		204.60
2014-05-25	Run 16,106		561.00
2014-05-25	Run 16,025		649.00
2014-05-25	Run 16,108		697.00
2014-05-25	Run 16,029		1,013.00
2014-05-26	Run 16,169		83.22
2014-05-26	Run 16,175		1,011.00
2014-05-27	Run 16,204		150.00
2014-05-27	Run 16,349		561.00
2014-05-27	Run 16,270		561.00
2014-05-27	Run 16,220		711.00
2014-05-27	Run 16,345		717.00
2014-05-27	Run 16,319		717.00
2014-05-27	Run 16,248		729.00
2014-05-27	Run 16,259		759.00
2014-05-27	Run 16,243		759.00
2014-05-27	Run 16,262		819.00
2014-05-28	Run 16,387		10.68
2014-05-28	Run 16,432		97.70
2014-05-28	Run 16,466		109.80
2014-05-28	Run 16,421		663.00
2014-05-28	Run 16,445		759.00
2014-05-29	Run 16,535		16.70
2014-05-29	Run 16,515		88.23
2014-05-29	Run 16,529		100.00
2014-05-29	Run 16,567		250.00
2014-05-29	Run 16,489		265.74
2014-05-29	Run 16,484		537.00
2014-05-29	Run 16,509		965.00
2014-05-30	Run 16,665		75.20
2014-05-30	Run 16,662		150.00
2014-05-30	Run 16,670		521.80
2014-05-30	Run 16,649		561.00
2014-05-30	Run 16,680		697.00
2014-05-30	Run 16,648		747.00
2014-05-30	Run 16,647		781.00
2014-05-30	Run 16,632		946.00
2014-05-30	Run 16,663		1,333.00
2014-05-31	Run 16,672		206.50
2014-05-31	Run 16,769		500.56
2014-05-31	Run 16,745		585.00
2014-05-31	Run 16,796		597.00
2014-05-31	Run 16,756		893.00
2014-06-01	Run 17,167		70.38
2014-06-01	Run 16,771		537.00
2014-06-01	Run 16,874		697.00
2014-06-01	Run 16,858		737.00

2014-06-01	Run 16,895		769.00
2014-06-01	Run 16,901		771.00
2014-06-02	Run 16,937		83.22
2014-06-02	Run 16,945		138.60
2014-06-02	Run 16,953		139.40
2014-06-02	Run 17,020		168.30
2014-06-02	Run 16,924		221.80
2014-06-02	Run 16,899		581.08
2014-06-02	Run 16,995		585.00
2014-06-02	Run 16,883		609.00
2014-06-02	Run 16,922		759.00
2014-06-02	Run 16,919		783.00
2014-06-02	Run 16,918		795.00
2014-06-02	Run 16,980		891.00
2014-06-02	Run 16,977		987.00
2014-06-03	Run 17,151		20.00
2014-06-03	Run 17,121		147.50
2014-06-03	Run 17,014		150.00
2014-06-03	Run 17,024		200.00
2014-06-03	Run 17,006		549.00
2014-06-03	Run 17,152		573.00
2014-06-03	Run 17,069		609.00
2014-06-03	Run 17,109		697.00
2014-06-03	Run 17,066		874.00
2014-06-03	Run 17,077		881.00
2014-06-03	Run 16,992		1,081.00
2014-06-04	Run 17,224		152.73
2014-06-04	Run 17,273		573.00
2014-06-04	Run 17,236		649.00
2014-06-04	Run 17,222		757.00
2014-06-04	Run 17,169		797.00
2014-06-04	Run 17,196		917.00
2014-06-05	Run 17,409		20.00
2014-06-05	Run 17,288		83.22
2014-06-05	Run 17,381		109.00
2014-06-05	Run 17,774		537.00
2014-06-05	Run 17,380		561.00
2014-06-05	Run 19,071		597.00
2014-06-05	Run 17,331		686.48
2014-06-05	Run 17,357		721.00
2014-06-05	Run 17,362		793.00
2014-06-05	Run 17,308		809.00
2014-06-05	Run 17,369		843.00
2014-06-06	Run 17,512		88.23
2014-06-06	Run 17,431		125.00
2014-06-06	Run 17,397		150.00
2014-06-06	Run 17,529		177.59

2014-06-06	Run 17,548		250.00
2014-06-06	Run 17,549		250.00
2014-06-06	Run 17,576		597.00
2014-06-06	Run 17,602		745.00
2014-06-06	Run 17,479		759.00
2014-06-06	Run 17,565		845.00
2014-06-06	Run 17,463		853.00
2014-06-07	Run 17,616		18.16
2014-06-07	Run 17,611		20.00
2014-06-07	Run 17,607		80.93
2014-06-07	Run 17,605		100.00
2014-06-07	Run 17,659		119.50
2014-06-07	Run 17,780		555.00
2014-06-07	Run 17,568		561.00
2014-06-07	Run 17,578		602.57
2014-06-07	Run 17,566		741.00
2014-06-07	Run 17,589		831.00
2014-06-07	Run 17,789		881.00
2014-06-07	Run 17,570		886.00
2014-06-07	Run 17,641		903.00
2014-06-08	Run 17,699		10.00
2014-06-08	Run 17,746		100.00
2014-06-08	Run 17,689		150.00
2014-06-08	Run 17,644		573.00
2014-06-08	Run 17,745		585.00
2014-06-08	Run 17,733		681.00
2014-06-08	Run 17,666		769.00
2014-06-08	Run 17,768		771.00
2014-06-08	Run 17,694		781.00
2014-06-08	Run 17,712		819.00
2014-06-08	Run 17,696		821.00
2014-06-08	Run 17,785		893.00
2014-06-09	Run 17,840		16.79
2014-06-09	Run 17,801		82.31
2014-06-09	Run 17,867		100.34
2014-06-09	Run 17,769		113.86
2014-06-09	Run 17,818		121.80
2014-06-09	Run 17,760		166.20
2014-06-09	Run 17,796		481.70
2014-06-09	Run 17,868		615.00
2014-06-09	Run 17,833		759.00
2014-06-09	Run 17,814		759.00
2014-06-09	Run 17,730		759.00
2014-06-09	Run 17,886		769.00
2014-06-09	Run 17,849		783.00
2014-06-09	Run 17,901		783.00
2014-06-10	Run 17,951		49.11

2014-06-10	Run 17,915		80.93
2014-06-10	Run 17,857		236.70
2014-06-10	Run 17,905		250.00
2014-06-10	Run 17,964		300.00
2014-06-10	Run 17,934		561.00
2014-06-10	Run 18,014		597.00
2014-06-10	Run 18,020		597.00
2014-06-10	Run 17,981		621.00
2014-06-10	Run 18,005		809.00
2014-06-10	Run 17,954		905.00
2014-06-11	Run 18,125		10.00
2014-06-11	Run 18,003		40.00
2014-06-11	Run 18,026		94.82
2014-06-11	Run 18,083		126.60
2014-06-11	Run 18,126		131.40
2014-06-11	Run 18,053		300.00
2014-06-11	Run 18,066		549.00
2014-06-11	Run 18,099		663.38
2014-06-11	Run 18,127		707.00
2014-06-11	Run 18,018		757.00
2014-06-11	Run 18,017		819.00
2014-06-11	Run 18,146		821.00
2014-06-11	Run 18,101		865.00
2014-06-11	Run 18,095		867.00
2014-06-11	Run 18,075		1,001.00
2014-06-12	Run 18,218		71.29
2014-06-12	Run 18,228		97.97
2014-06-12	Run 18,253		115.80
2014-06-12	Run 18,212		125.00
2014-06-12	Run 18,184		142.55
2014-06-12	Run 18,186		150.00
2014-06-12	Run 18,264		422.62
2014-06-12	Run 18,189		589.31
2014-06-12	Run 18,178		721.00
2014-06-12	Run 18,191		721.00
2014-06-13	Run 18,313		69.49
2014-06-13	Run 18,294		119.86
2014-06-13	Run 18,386		150.00
2014-06-13	Run 18,262		537.00
2014-06-13	Run 18,298		549.00
2014-06-13	Run 18,419		609.00
2014-06-13	Run 18,369		709.00
2014-06-13	Run 18,374		893.00
2014-06-13	Run 18,354		941.00
2014-06-13	Run 18,401		1,033.00
2014-06-14	Run 18,506		92.52
2014-06-14	Run 18,393		110.00

2014-06-14	Run 18,459		113.86
2014-06-14	Run 18,462		279.56
2014-06-14	Run 18,453		419.31
2014-06-14	Run 18,517		573.00
2014-06-14	Run 18,478		645.00
2014-06-14	Run 18,507		745.00
2014-06-14	Run 18,438		809.00
2014-06-15	Run 18,549		25.00
2014-06-15	Run 18,596		90.95
2014-06-15	Run 18,529		150.00
2014-06-15	Run 18,569		187.80
2014-06-15	Run 18,582		395.10
2014-06-15	Run 18,542		549.00
2014-06-15	Run 18,604		549.00
2014-06-15	Run 18,607		621.00
2014-06-15	Run 18,580		697.00
2014-06-15	Run 18,602		869.00
2014-06-15	Run 18,531		905.00
2014-06-16	Run 20,196		84.50
2014-06-16	Run 18,685		117.44
2014-06-16	Run 18,593		250.00
2014-06-16	Run 18,631		300.00
2014-06-16	Run 18,729		346.99
2014-06-16	Run 18,675		549.00
2014-06-16	Run 18,691		633.00
2014-06-16	Run 18,701		645.00
2014-06-16	Run 18,662		865.00
2014-06-17	Run 18,745		43.82
2014-06-17	Run 18,778		50.81
2014-06-17	Run 18,746		78.35
2014-06-17	Run 18,799		83.22
2014-06-17	Run 18,776		92.52
2014-06-17	Run 18,734		121.80
2014-06-17	Run 18,837		242.15
2014-06-17	Run 18,841		250.00
2014-06-17	Run 18,717		300.00
2014-06-17	Run 18,806		573.00
2014-06-17	Run 18,737		843.00
2014-06-17	Run 18,808		845.00
2014-06-18	Run 18,826		20.00
2014-06-18	Run 18,816		20.00
2014-06-18	Run 18,921		83.93
2014-06-18	Run 18,907		103.84
2014-06-18	Run 18,931		587.40
2014-06-18	Run 18,888		759.00
2014-06-18	Run 18,924		821.00
2014-06-19	Run 18,978		43.82

2014-06-19	Run 18,974		89.52
2014-06-19	Run 18,944		93.24
2014-06-19	Run 19,009		109.80
2014-06-19	Run 19,059		119.88
2014-06-19	Run 19,002		164.20
2014-06-19	Run 18,972		171.54
2014-06-19	Run 19,001		213.80
2014-06-19	Run 19,030		449.60
2014-06-19	Run 18,988		549.00
2014-06-19	Run 19,012		573.80
2014-06-19	Run 18,998		609.00
2014-06-19	Run 18,994		747.00
2014-06-19	Run 19,032		807.00
2014-06-19	Run 18,982		893.00
2014-06-20	Run 19,164		72.76
2014-06-20	Run 19,132		88.94
2014-06-20	Run 19,073		88.94
2014-06-20	Run 19,162		90.95
2014-06-20	Run 19,146		126.60
2014-06-20	Run 19,141		141.00
2014-06-20	Run 19,065		573.00
2014-06-20	Run 19,074		597.00
2014-06-20	Run 19,154		633.00
2014-06-20	Run 19,107		867.00
2014-06-21	Run 19,236		70.76
2014-06-21	Run 19,278		76.49
2014-06-21	Run 19,225		90.11
2014-06-21	Run 19,270		92.21
2014-06-21	Run 19,231		100.00
2014-06-21	Run 19,263		165.00
2014-06-21	Run 19,294		250.00
2014-06-21	Run 19,277		250.00
2014-06-21	Run 19,190		250.00
2014-06-21	Run 19,244		300.00
2014-06-21	Run 19,248		544.71
2014-06-21	Run 19,275		621.00
2014-06-21	Run 19,214		633.00
2014-06-21	Run 19,234		645.00
2014-06-21	Run 21,294		647.00
2014-06-21	Run 19,296		709.00
2014-06-21	Run 19,268		739.87
2014-06-21	Run 19,230		745.00
2014-06-21	Run 19,272		759.00
2014-06-21	Run 19,233		797.00
2014-06-21	Run 19,173		809.00
2014-06-21	Run 19,202		833.00
2014-06-21	Run 19,259		862.00

2014-06-21	Run 19,197		905.00
2014-06-21	Run 19,289		1,347.00
2014-06-22	Run 19,356		20.00
2014-06-22	Run 19,408		20.00
2014-06-22	Run 19,373		74.77
2014-06-22	Run 19,298		82.31
2014-06-22	Run 19,400		88.23
2014-06-22	Run 19,325		100.00
2014-06-22	Run 19,365		100.00
2014-06-22	Run 19,351		200.00
2014-06-22	Run 19,328		250.00
2014-06-22	Run 19,309		300.00
2014-06-22	Run 19,344		300.00
2014-06-22	Run 19,281		466.20
2014-06-22	Run 19,287		549.00
2014-06-22	Run 19,335		661.00
2014-06-22	Run 19,329		681.00
2014-06-22	Run 19,342		879.00
2014-06-23	Run 19,447		83.22
2014-06-23	Run 19,521		100.00
2014-06-23	Run 19,513		100.00
2014-06-23	Run 19,470		125.00
2014-06-23	Run 19,508		126.43
2014-06-23	Run 19,386		150.00
2014-06-23	Run 19,500		150.00
2014-06-23	Run 19,453		160.20
2014-06-23	Run 19,374		250.00
2014-06-23	Run 19,375		250.00
2014-06-23	Run 19,502		391.86
2014-06-23	Run 19,397		549.00
2014-06-23	Run 19,479		633.00
2014-06-23	Run 19,483		633.00
2014-06-23	Run 19,462		669.00
2014-06-23	Run 19,488		693.00
2014-06-23	Run 19,449		729.00
2014-06-23	Run 19,421		771.00
2014-06-23	Run 19,384		805.00
2014-06-23	Run 19,487		807.00
2014-06-23	Run 19,512		869.00
2014-06-23	Run 19,537		879.00
2014-06-24	Run 19,557		50.00
2014-06-24	Run 19,591		86.80
2014-06-24	Run 19,621		87.37
2014-06-24	Run 19,565		88.66
2014-06-24	Run 19,564		88.80
2014-06-24	Run 19,555		150.00
2014-06-24	Run 19,657		251.26

2014-06-24	Run 19,613		260.90
2014-06-24	Run 19,620		300.00
2014-06-24	Run 19,669		573.00
2014-06-24	Run 19,540		668.00
2014-06-24	Run 19,632		747.00
2014-06-24	Run 19,661		807.00
2014-06-24	Run 19,807		807.00
2014-06-24	Run 19,606		819.00
2014-06-24	Run 19,563		886.54
2014-06-25	Run 19,770		104.87
2014-06-25	Run 19,690		420.90
2014-06-25	Run 19,713		549.00
2014-06-25	Run 19,766		681.00
2014-06-25	Run 19,783		697.00
2014-06-25	Run 19,732		759.00
2014-06-25	Run 19,803		777.00
2014-06-25	Run 19,798		809.00
2014-06-25	Run 19,691		814.00
2014-06-25	Run 20,686		936.71
2014-06-26	Run 19,859		7.58
2014-06-26	Run 19,835		18.71
2014-06-26	Run 19,885		85.51
2014-06-26	Run 19,894		91.24
2014-06-26	Run 19,825		150.00
2014-06-26	Run 19,911		150.00
2014-06-26	Run 19,837		150.00
2014-06-26	Run 19,886		200.00
2014-06-26	Run 19,826		221.19
2014-06-26	Run 19,848		447.09
2014-06-26	Run 19,829		524.17
2014-06-26	Run 19,853		609.00
2014-06-26	Run 19,775		672.33
2014-06-26	Run 19,828		721.00
2014-06-26	Run 19,842		759.00
2014-06-26	Run 19,920		783.00
2014-06-26	Run 19,818		805.00
2014-06-26	Run 19,811		809.00
2014-06-26	Run 19,852		817.00
2014-06-26	Run 19,805		831.00
2014-06-26	Run 19,815		831.00
2014-06-26	Run 19,820		915.00
2014-06-26	Run 19,856		989.00
2014-06-26	Run 19,888		1,001.00
2014-06-26	Run 19,890		1,005.00
2014-06-27	Run 19,958		88.23
2014-06-27	Run 20,025		88.37
2014-06-27	Run 20,017		100.00

2014-06-27	Run 19,926		100.00
2014-06-27	Run 19,971		124.20
2014-06-27	Run 20,079		150.00
2014-06-27	Run 19,947		160.00
2014-06-27	Run 20,064		180.60
2014-06-27	Run 20,065		250.00
2014-06-27	Run 19,966		430.42
2014-06-27	Run 20,070		500.00
2014-06-27	Run 20,011		561.00
2014-06-27	Run 19,944		597.00
2014-06-27	Run 20,031		633.00
2014-06-27	Run 20,016		672.86
2014-06-27	Run 19,923		721.00
2014-06-27	Run 19,949		747.00
2014-06-27	Run 19,952		747.00
2014-06-27	Run 20,051		805.00
2014-06-27	Run 19,999		809.00
2014-06-27	Run 19,898		845.00
2014-06-27	Run 20,050		857.00
2014-06-27	Run 20,029		905.00
2014-06-27	Run 19,955		975.00
2014-06-27	Run 19,965		1,021.00
2014-06-27	Run 19,922		1,061.00
2014-06-28	Run 20,077		50.00
2014-06-28	Run 20,090		60.00
2014-06-28	Run 20,161		86.08
2014-06-28	Run 20,178		89.95
2014-06-28	Run 20,191		90.42
2014-06-28	Run 20,121		125.00
2014-06-28	Run 20,116		159.40
2014-06-28	Run 20,109		549.00
2014-06-28	Run 20,162		573.00
2014-06-28	Run 20,102		585.00
2014-06-28	Run 20,100		598.64
2014-06-28	Run 20,148		621.00
2014-06-28	Run 20,060		697.00
2014-06-28	Run 20,104		709.00
2014-06-28	Run 20,082		769.00
2014-06-28	Run 20,094		821.00
2014-06-28	Run 20,142		905.00
2014-06-29	Run 20,214		84.08
2014-06-29	Run 20,293		90.38
2014-06-29	Run 20,289		99.37
2014-06-29	Run 20,204		100.00
2014-06-29	Run 20,180		118.16
2014-06-29	Run 20,205		150.00
2014-06-29	Run 20,286		150.00

2014-06-29	Run 20,188		150.00
2014-06-29	Run 20,259		150.00
2014-06-29	Run 20,261		250.00
2014-06-29	Run 20,169		515.01
2014-06-29	Run 20,242		585.00
2014-06-29	Run 20,229		609.00
2014-06-29	Run 20,174		618.30
2014-06-29	Run 20,231		621.00
2014-06-29	Run 20,276		621.00
2014-06-29	Run 20,290		622.54
2014-06-29	Run 20,247		975.00
2014-06-29	Run 20,195		1,095.00
2014-06-30	Run 20,408		18.50
2014-06-30	Run 20,375		75.34
2014-06-30	Run 20,402		83.93
2014-06-30	Run 20,371		87.51
2014-06-30	Run 20,387		100.00
2014-06-30	Run 20,280		125.00
2014-06-30	Run 20,384		150.00
2014-06-30	Run 20,420		150.00
2014-06-30	Run 20,372		200.20
2014-06-30	Run 20,269		363.75
2014-06-30	Run 20,358		537.00
2014-06-30	Run 20,311		573.00
2014-06-30	Run 20,306		597.00
2014-06-30	Run 20,270		597.00
2014-06-30	Run 20,394		645.00
2014-06-30	Run 20,331		680.67
2014-06-30	Run 20,359		747.00
2014-06-30	Run 20,406		747.00
2014-06-30	Run 20,389		783.00
2014-06-30	Run 20,279		797.00
2014-06-30	Run 20,333		809.00
2014-06-30	Run 20,355		821.00
2014-06-30	Run 20,378		867.00
2014-06-30	Run 20,365		893.00
2014-06-30	Run 20,403		982.00
2014-07-01	Run 20,512		20.00
2014-07-01	Run 20,411		92.52
2014-07-01	Run 20,533		94.39
2014-07-01	Run 20,521		95.82
2014-07-01	Run 20,444		96.10
2014-07-01	Run 20,464		147.56
2014-07-01	Run 20,495		150.00
2014-07-01	Run 20,430		150.00
2014-07-01	Run 20,494		150.00
2014-07-01	Run 20,413		150.00

2014-07-01	Run 20,526		150.00
2014-07-01	Run 20,479		150.00
2014-07-01	Run 20,438		227.02
2014-07-01	Run 20,463		300.00
2014-07-01	Run 20,405		561.00
2014-07-01	Run 20,502		561.00
2014-07-01	Run 20,514		649.00
2014-07-01	Run 20,499		657.00
2014-07-01	Run 20,500		709.00
2014-07-01	Run 20,513		819.00
2014-07-01	Run 20,425		821.00
2014-07-01	Run 20,511		833.00
2014-07-01	Run 20,441		845.00
2014-07-01	Run 20,476		855.00
2014-07-01	Run 20,557		881.00
2014-07-02	Run 20,681		20.00
2014-07-02	Run 20,644		84.50
2014-07-02	Run 20,579		91.09
2014-07-02	Run 20,661		96.39
2014-07-02	Run 20,588		97.97
2014-07-02	Run 20,586		100.00
2014-07-02	Run 20,595		100.00
2014-07-02	Run 20,605		125.00
2014-07-02	Run 20,575		150.00
2014-07-02	Run 20,554		150.00
2014-07-02	Run 20,680		150.00
2014-07-02	Run 20,607		150.00
2014-07-02	Run 20,578		150.00
2014-07-02	Run 20,670		156.20
2014-07-02	Run 20,587		356.38
2014-07-02	Run 20,555		573.00
2014-07-02	Run 20,667		597.00
2014-07-02	Run 20,666		597.00
2014-07-02	Run 20,609		597.00
2014-07-02	Run 20,650		891.00
2014-07-03	Run 20,793		50.00
2014-07-03	Run 20,727		91.38
2014-07-03	Run 20,757		125.00
2014-07-03	Run 20,733		150.00
2014-07-03	Run 20,687		150.00
2014-07-03	Run 20,771		159.00
2014-07-03	Run 20,729		250.00
2014-07-03	Run 20,743		265.74
2014-07-03	Run 20,718		388.75
2014-07-03	Run 20,668		561.00
2014-07-03	Run 20,767		585.00
2014-07-03	Run 20,691		771.00

2014-07-03	Run 20,754		795.00
2014-07-03	Run 20,761		797.00
2014-07-03	Run 20,781		817.00
2014-07-03	Run 20,775		867.00
2014-07-03	Run 20,751		867.00
2014-07-03	Run 20,717		927.00
2014-07-03	Run 20,693		965.00
2014-07-04	Run 20,774		74.91
2014-07-04	Run 20,882		83.79
2014-07-04	Run 20,820		84.87
2014-07-04	Run 20,803		87.23
2014-07-04	Run 20,791		89.37
2014-07-04	Run 20,772		150.00
2014-07-04	Run 20,782		150.00
2014-07-04	Run 20,802		200.00
2014-07-04	Run 20,825		250.00
2014-07-04	Run 20,854		497.00
2014-07-04	Run 20,901		549.00
2014-07-04	Run 20,835		549.00
2014-07-04	Run 20,897		561.00
2014-07-04	Run 20,847		597.00
2014-07-04	Run 20,798		609.00
2014-07-04	Run 20,773		661.00
2014-07-04	Run 20,887		891.00
2014-07-04	Run 20,920		917.00
2014-07-04	Run 20,886		1,061.00
2014-07-05	Run 20,894		77.63
2014-07-05	Run 20,991		108.78
2014-07-05	Run 20,960		120.60
2014-07-05	Run 20,941		125.00
2014-07-05	Run 20,927		126.14
2014-07-05	Run 21,013		150.00
2014-07-05	Run 20,872		150.00
2014-07-05	Run 20,935		161.40
2014-07-05	Run 20,928		250.00
2014-07-05	Run 20,974		299.65
2014-07-05	Run 20,916		573.00
2014-07-05	Run 20,977		597.00
2014-07-05	Run 20,953		603.00
2014-07-05	Run 20,912		651.00
2014-07-05	Run 20,981		681.00
2014-07-05	Run 20,931		759.00
2014-07-05	Run 20,962		795.00
2014-07-05	Run 20,989		893.00
2014-07-06	Run 21,094		85.65
2014-07-06	Run 21,078		87.08
2014-07-06	Run 21,096		88.80

2014-07-06	Run 21,099		89.80
2014-07-06	Run 21,151		150.00
2014-07-06	Run 20,992		150.00
2014-07-06	Run 21,152		150.00
2014-07-06	Run 21,160		250.00
2014-07-06	Run 21,083		623.00
2014-07-06	Run 21,126		681.00
2014-07-06	Run 21,120		795.00
2014-07-06	Run 21,118		833.00
2014-07-06	Run 21,038		855.00
2014-07-06	Run 21,006		929.00
2014-07-07	Run 21,252		76.49
2014-07-07	Run 21,154		86.65
2014-07-07	Run 21,157		87.23
2014-07-07	Run 21,270		87.37
2014-07-07	Run 21,210		88.08
2014-07-07	Run 21,145		88.66
2014-07-07	Run 21,187		90.81
2014-07-07	Run 21,166		97.25
2014-07-07	Run 21,234		102.98
2014-07-07	Run 21,179		109.80
2014-07-07	Run 21,239		120.60
2014-07-07	Run 21,226		125.00
2014-07-07	Run 21,156		150.00
2014-07-07	Run 21,165		150.00
2014-07-07	Run 21,216		150.00
2014-07-07	Run 21,222		150.00
2014-07-07	Run 21,268		250.00
2014-07-07	Run 21,164		265.74
2014-07-07	Run 21,272		561.00
2014-07-07	Run 21,176		781.00
2014-07-07	Run 21,123		831.00
2014-07-07	Run 21,260		843.00
2014-07-07	Run 21,240		855.00
2014-07-07	Run 21,217		893.00
2014-07-08	Run 21,317		45.75
2014-07-08	Run 21,362		46.98
2014-07-08	Run 21,256		80.07
2014-07-08	Run 21,318		85.36
2014-07-08	Run 21,279		86.08
2014-07-08	Run 21,332		87.23
2014-07-08	Run 21,333		88.23
2014-07-08	Run 21,353		129.00
2014-07-08	Run 21,320		150.00
2014-07-08	Run 21,367		150.00
2014-07-08	Run 21,338		150.00
2014-07-08	Run 21,274		150.00

2014-07-08	Run 21,283		250.00
2014-07-08	Run 21,314		250.00
2014-07-08	Run 21,358		300.00
2014-07-08	Run 21,322		383.81
2014-07-08	Run 21,364		473.99
2014-07-08	Run 21,327		531.00
2014-07-08	Run 21,438		561.00
2014-07-08	Run 21,378		681.00
2014-07-08	Run 21,388		733.00
2014-07-08	Run 21,355		821.00
2014-07-08	Run 21,399		939.00
2014-07-08	Run 21,363		953.00
2014-07-09	Run 21,391		76.92
2014-07-09	Run 21,396		88.08
2014-07-09	Run 21,414		92.24
2014-07-09	Run 21,494		100.00
2014-07-09	Run 21,417		100.00
2014-07-09	Run 21,440		101.97
2014-07-09	Run 21,448		150.00
2014-07-09	Run 21,397		197.00
2014-07-09	Run 21,394		228.12
2014-07-09	Run 21,402		250.00
2014-07-09	Run 21,404		365.01
2014-07-09	Run 21,395		539.18
2014-07-09	Run 21,385		573.00
2014-07-09	Run 21,477		585.00
2014-07-09	Run 21,368		614.62
2014-07-09	Run 21,465		759.00
2014-07-09	Run 21,490		793.90
2014-07-09	Run 21,408		797.00
2014-07-09	Run 21,406		833.00
2014-07-09	Run 21,375		843.00
2014-07-09	Run 21,472		1,001.00
2014-07-10	Run 21,549		75.48
2014-07-10	Run 21,555		87.37
2014-07-10	Run 21,491		97.11
2014-07-10	Run 21,577		100.00
2014-07-10	Run 21,630		120.23
2014-07-10	Run 21,584		125.00
2014-07-10	Run 21,489		150.00
2014-07-10	Run 21,554		150.00
2014-07-10	Run 21,566		150.00
2014-07-10	Run 21,606		150.00
2014-07-10	Run 21,531		150.00
2014-07-10	Run 21,574		183.40
2014-07-10	Run 21,530		242.20
2014-07-10	Run 21,585		300.00

2014-07-10	Run 21,621		559.00
2014-07-10	Run 21,593		573.00
2014-07-10	Run 21,614		621.00
2014-07-10	Run 21,543		685.00
2014-07-10	Run 21,516		694.86
2014-07-10	Run 21,504		757.00
2014-07-10	Run 21,564		783.00
2014-07-10	Run 21,594		807.00
2014-07-10	Run 21,601		843.00
2014-07-10	Run 21,546		869.00
2014-07-10	Run 21,569		903.00
2014-07-10	Run 21,514		925.00
2014-07-11	Run 21,635		42.82
2014-07-11	Run 21,706		113.86
2014-07-11	Run 21,667		150.00
2014-07-11	Run 21,723		275.42
2014-07-11	Run 21,753		278.46
2014-07-11	Run 21,618		424.86
2014-07-11	Run 21,613		549.00
2014-07-11	Run 21,659		561.00
2014-07-11	Run 21,754		573.00
2014-07-11	Run 21,802		573.00
2014-07-11	Run 21,651		621.00
2014-07-11	Run 21,664		657.00
2014-07-11	Run 21,749		681.00
2014-07-11	Run 23,215		701.07
2014-07-11	Run 21,715		709.00
2014-07-11	Run 22,504		721.00
2014-07-11	Run 21,702		723.00
2014-07-11	Run 21,655		733.00
2014-07-11	Run 21,758		759.00
2014-07-11	Run 21,726		783.00
2014-07-11	Run 21,624		793.00
2014-07-11	Run 21,746		807.00
2014-07-11	Run 21,688		809.00
2014-07-11	Run 21,661		867.00
2014-07-11	Run 21,711		869.00
2014-07-11	Run 21,710		891.00
2014-07-11	Run 21,694		929.00
2014-07-12	Run 21,825		50.00
2014-07-12	Run 21,766		87.51
2014-07-12	Run 21,817		89.09
2014-07-12	Run 21,791		97.39
2014-07-12	Run 21,929		100.00
2014-07-12	Run 21,792		137.60
2014-07-12	Run 21,777		150.00
2014-07-12	Run 21,739		150.00

2014-07-12	Run 21,878		150.00
2014-07-12	Run 21,819		150.00
2014-07-12	Run 21,843		150.00
2014-07-12	Run 21,790		150.00
2014-07-12	Run 21,889		150.00
2014-07-12	Run 21,779		219.40
2014-07-12	Run 21,863		249.90
2014-07-12	Run 21,831		250.00
2014-07-12	Run 21,784		300.00
2014-07-12	Run 21,786		337.02
2014-07-12	Run 21,851		391.86
2014-07-12	Run 21,833		447.09
2014-07-12	Run 21,787		549.00
2014-07-12	Run 21,860		585.00
2014-07-12	Run 21,750		597.00
2014-07-12	Run 21,762		609.00
2014-07-12	Run 21,894		697.00
2014-07-12	Run 22,144		709.00
2014-07-12	Run 21,870		759.00
2014-07-12	Run 21,806		769.00
2014-07-12	Run 21,890		783.00
2014-07-12	Run 21,862		805.00
2014-07-12	Run 21,804		805.00
2014-07-12	Run 21,822		809.00
2014-07-12	Run 22,147		809.00
2014-07-12	Run 21,785		819.00
2014-07-12	Run 21,795		1,049.00
2014-07-13	Run 21,923		84.30
2014-07-13	Run 21,945		90.23
2014-07-13	Run 21,933		92.67
2014-07-13	Run 21,938		100.00
2014-07-13	Run 21,909		118.30
2014-07-13	Run 21,925		150.00
2014-07-13	Run 21,971		150.00
2014-07-13	Run 21,958		150.00
2014-07-13	Run 21,960		150.00
2014-07-13	Run 21,927		250.00
2014-07-13	Run 21,918		461.45
2014-07-13	Run 21,915		561.00
2014-07-13	Run 21,900		561.00
2014-07-13	Run 21,935		591.00
2014-07-13	Run 21,936		591.00
2014-07-13	Run 21,886		633.00
2014-07-13	Run 21,978		760.10
2014-07-13	Run 21,979		769.00
2014-07-13	Run 21,969		771.00
2014-07-13	Run 21,968		771.00

2014-07-13	Run 21,939		781.00
2014-07-13	Run 21,865		797.00
2014-07-13	Run 21,966		819.00
2014-07-13	Run 21,855		915.00
2014-07-13	Run 21,922		1,023.00
2014-07-14	Run 22,026		15.44
2014-07-14	Run 22,076		77.92
2014-07-14	Run 22,081		87.37
2014-07-14	Run 22,014		88.08
2014-07-14	Run 22,104		88.23
2014-07-14	Run 22,088		98.25
2014-07-14	Run 22,021		99.54
2014-07-14	Run 22,086		120.00
2014-07-14	Run 22,066		150.00
2014-07-14	Run 22,047		150.00
2014-07-14	Run 22,068		150.00
2014-07-14	Run 22,030		250.00
2014-07-14	Run 22,007		300.00
2014-07-14	Run 22,008		365.01
2014-07-14	Run 21,975		549.00
2014-07-14	Run 22,055		559.00
2014-07-14	Run 22,016		561.00
2014-07-14	Run 21,999		633.00
2014-07-14	Run 22,060		819.00
2014-07-14	Run 22,012		821.00
2014-07-14	Run 22,048		829.00
2014-07-14	Run 22,096		869.00
2014-07-14	Run 22,009		869.00
2014-07-14	Run 22,133		869.00
2014-07-14	Run 22,067		879.00
2014-07-15	Run 22,160		48.58
2014-07-15	Run 22,216		92.95
2014-07-15	Run 22,166		125.00
2014-07-15	Run 22,188		216.35
2014-07-15	Run 22,230		549.00
2014-07-15	Run 22,162		597.00
2014-07-15	Run 22,194		609.00
2014-07-15	Run 22,135		795.00
2014-07-15	Run 22,125		797.00
2014-07-15	Run 22,187		821.00
2014-07-16	Run 22,313		100.00
2014-07-16	Run 22,345		150.00
2014-07-16	Run 22,255		150.00
2014-07-16	Run 22,332		150.00
2014-07-16	Run 22,254		150.00
2014-07-16	Run 22,375		150.00
2014-07-16	Run 22,272		229.00

2014-07-16	Run 22,328		424.00
2014-07-16	Run 22,370		549.00
2014-07-16	Run 22,242		573.00
2014-07-16	Run 22,288		757.00
2014-07-16	Run 22,369		795.00
2014-07-16	Run 22,302		797.00
2014-07-16	Run 22,379		819.00
2014-07-16	Run 22,279		841.00
2014-07-16	Run 22,252		843.00
2014-07-16	Run 22,337		869.00
2014-07-16	Run 22,280		893.00
2014-07-16	Run 22,335		899.00
2014-07-17	Run 22,497		75.00
2014-07-17	Run 22,499		125.00
2014-07-17	Run 22,440		150.00
2014-07-17	Run 22,388		150.00
2014-07-17	Run 22,401		212.20
2014-07-17	Run 22,482		250.00
2014-07-17	Run 22,365		547.00
2014-07-17	Run 22,437		549.00
2014-07-17	Run 22,476		573.00
2014-07-17	Run 22,494		585.00
2014-07-17	Run 22,421		621.00
2014-07-17	Run 22,487		747.00
2014-07-17	Run 22,420		771.00
2014-07-17	Run 22,381		795.00
2014-07-17	Run 22,465		881.00
2014-07-18	Run 22,536		81.64
2014-07-18	Run 22,514		87.66
2014-07-18	Run 22,538		88.23
2014-07-18	Run 22,569		90.95
2014-07-18	Run 22,556		93.53
2014-07-18	Run 22,503		100.00
2014-07-18	Run 22,609		150.00
2014-07-18	Run 22,602		150.00
2014-07-18	Run 22,532		150.00
2014-07-18	Run 22,598		164.02
2014-07-18	Run 22,557		300.00
2014-07-18	Run 22,624		517.24
2014-07-18	Run 22,472		549.00
2014-07-18	Run 22,515		561.00
2014-07-18	Run 22,564		573.00
2014-07-18	Run 22,480		733.00
2014-07-18	Run 22,568		759.00
2014-07-18	Run 22,507		771.00
2014-07-18	Run 22,534		797.00
2014-07-18	Run 22,554		797.00

2014-07-18	Run 22,570		855.00
2014-07-18	Run 22,566		922.00
2014-07-19	Run 22,621		82.31
2014-07-19	Run 22,846		86.94
2014-07-19	Run 22,637		100.00
2014-07-19	Run 22,611		150.00
2014-07-19	Run 22,689		150.00
2014-07-19	Run 22,690		150.00
2014-07-19	Run 22,612		297.00
2014-07-19	Run 22,711		537.00
2014-07-19	Run 22,630		697.00
2014-07-19	Run 22,615		747.00
2014-07-19	Run 22,606		759.00
2014-07-19	Run 22,688		795.00
2014-07-19	Run 22,627		795.00
2014-07-19	Run 22,663		805.00
2014-07-19	Run 22,661		807.00
2014-07-19	Run 22,640		809.00
2014-07-20	Run 22,724		60.00
2014-07-20	Run 22,800		72.48
2014-07-20	Run 22,765		86.94
2014-07-20	Run 22,774		100.00
2014-07-20	Run 22,734		103.12
2014-07-20	Run 22,813		150.00
2014-07-20	Run 22,751		150.00
2014-07-20	Run 22,763		250.00
2014-07-20	Run 22,834		250.00
2014-07-20	Run 22,790		250.00
2014-07-20	Run 22,767		549.00
2014-07-20	Run 22,775		556.39
2014-07-20	Run 22,786		561.00
2014-07-20	Run 22,719		561.00
2014-07-20	Run 22,746		561.00
2014-07-20	Run 22,785		561.00
2014-07-20	Run 22,833		573.00
2014-07-20	Run 22,814		597.00
2014-07-20	Run 22,789		633.00
2014-07-20	Run 22,754		793.00
2014-07-20	Run 22,801		795.00
2014-07-20	Run 22,694		821.00
2014-07-20	Run 22,777		831.00
2014-07-20	Run 22,823		842.61
2014-07-20	Run 22,795		891.00
2014-07-20	Run 22,735		1,045.00
2014-07-21	Run 22,810		10.00
2014-07-21	Run 22,866		50.00
2014-07-21	Run 22,837		71.62

2014-07-21	Run 22,853		83.36
2014-07-21	Run 22,907		86.51
2014-07-21	Run 22,838		100.00
2014-07-21	Run 22,854		100.00
2014-07-21	Run 22,842		150.00
2014-07-21	Run 22,830		150.00
2014-07-21	Run 22,879		150.00
2014-07-21	Run 22,891		250.00
2014-07-21	Run 22,935		573.00
2014-07-21	Run 22,857		586.46
2014-07-21	Run 22,970		597.00
2014-07-21	Run 22,932		609.00
2014-07-21	Run 22,819		621.00
2014-07-21	Run 22,873		731.27
2014-07-21	Run 22,942		769.00
2014-07-21	Run 22,922		771.00
2014-07-21	Run 22,889		793.00
2014-07-21	Run 22,903		795.00
2014-07-21	Run 22,945		809.00
2014-07-21	Run 22,888		819.00
2014-07-21	Run 22,848		819.00
2014-07-21	Run 22,910		821.00
2014-07-21	Run 22,890		845.00
2014-07-21	Run 22,924		855.00
2014-07-21	Run 22,929		917.00
2014-07-21	Run 22,803		965.00
2014-07-21	Run 22,824		977.00
2014-07-21	Run 22,901		1,025.00
2014-07-22	Run 22,971		78.35
2014-07-22	Run 23,015		93.67
2014-07-22	Run 23,003		131.40
2014-07-22	Run 22,989		200.00
2014-07-22	Run 23,078		200.00
2014-07-22	Run 22,993		250.00
2014-07-22	Run 23,055		440.41
2014-07-22	Run 22,973		697.00
2014-07-22	Run 22,991		733.00
2014-07-22	Run 22,986		733.00
2014-07-22	Run 23,045		733.00
2014-07-22	Run 23,011		747.00
2014-07-22	Run 23,051		759.00
2014-07-22	Run 23,000		845.00
2014-07-22	Run 22,990		853.00
2014-07-22	Run 23,014		857.00
2014-07-22	Run 23,058		905.00
2014-07-23	Run 23,153		89.66
2014-07-23	Run 23,162		98.40

2014-07-23	Run 23,127		100.00
2014-07-23	Run 23,155		100.00
2014-07-23	Run 23,074		100.00
2014-07-23	Run 23,174		104.98
2014-07-23	Run 23,086		125.00
2014-07-23	Run 23,130		138.60
2014-07-23	Run 23,119		150.00
2014-07-23	Run 23,088		150.00
2014-07-23	Run 23,206		150.00
2014-07-23	Run 23,196		150.00
2014-07-23	Run 23,140		150.00
2014-07-23	Run 23,156		175.80
2014-07-23	Run 23,113		200.00
2014-07-23	Run 23,183		523.00
2014-07-23	Run 23,179		549.00
2014-07-23	Run 23,148		585.00
2014-07-23	Run 23,205		684.00
2014-07-23	Run 23,082		733.00
2014-07-23	Run 23,085		771.00
2014-07-23	Run 23,157		807.00
2014-07-23	Run 23,160		819.00
2014-07-23	Run 23,062		821.00
2014-07-23	Run 23,092		905.00
2014-07-23	Run 23,063		965.00
2014-07-24	Run 23,272		88.37
2014-07-24	Run 23,290		89.23
2014-07-24	Run 23,322		92.67
2014-07-24	Run 23,311		150.00
2014-07-24	Run 23,305		230.87
2014-07-24	Run 23,258		573.00
2014-07-24	Run 23,175		621.00
2014-07-24	Run 23,268		658.00
2014-07-24	Run 23,176		669.00
2014-07-24	Run 23,308		753.00
2014-07-24	Run 23,212		781.00
2014-07-24	Run 23,237		793.00
2014-07-24	Run 23,257		807.00
2014-07-24	Run 23,304		819.00
2014-07-24	Run 23,282		833.00
2014-07-24	Run 23,245		843.00
2014-07-25	Run 23,450		71.47
2014-07-25	Run 23,483		85.79
2014-07-25	Run 23,482		87.94
2014-07-25	Run 23,360		100.00
2014-07-25	Run 23,340		150.00
2014-07-25	Run 23,426		150.00
2014-07-25	Run 23,319		150.00

2014-07-25	Run 23,366		201.80
2014-07-25	Run 23,410		537.00
2014-07-25	Run 23,411		693.00
2014-07-25	Run 23,356		733.00
2014-07-25	Run 23,332		759.00
2014-07-25	Run 23,368		759.00
2014-07-25	Run 23,345		797.00
2014-07-25	Run 23,405		821.00
2014-07-25	Run 23,342		821.00
2014-07-25	Run 23,392		821.00
2014-07-25	Run 23,370		838.00
2014-07-25	Run 23,414		869.00
2014-07-25	Run 23,406		889.00
2014-07-25	Run 23,357		893.00
2014-07-26	Run 23,502		18.05
2014-07-26	Run 23,458		77.20
2014-07-26	Run 23,479		80.07
2014-07-26	Run 23,432		88.94
2014-07-26	Run 23,493		91.38
2014-07-26	Run 23,517		104.91
2014-07-26	Run 23,548		150.00
2014-07-26	Run 23,473		150.00
2014-07-26	Run 23,452		150.00
2014-07-26	Run 23,474		150.00
2014-07-26	Run 23,513		150.00
2014-07-26	Run 23,456		150.00
2014-07-26	Run 23,487		192.15
2014-07-26	Run 23,437		300.00
2014-07-26	Run 23,471		315.50
2014-07-26	Run 23,476		406.38
2014-07-26	Run 23,491		573.00
2014-07-26	Run 23,530		633.00
2014-07-26	Run 23,463		647.00
2014-07-26	Run 23,506		757.00
2014-07-26	Run 23,545		781.00
2014-07-26	Run 23,445		783.40
2014-07-26	Run 23,508		797.00
2014-07-26	Run 23,475		833.00
2014-07-26	Run 23,470		855.00
2014-07-26	Run 23,524		1,786.00
2014-07-27	Run 23,578		32.50
2014-07-27	Run 23,593		86.80
2014-07-27	Run 23,585		102.98
2014-07-27	Run 23,568		106.70
2014-07-27	Run 23,639		150.00
2014-07-27	Run 23,622		150.00
2014-07-27	Run 23,594		150.00

2014-07-27	Run 23,587		150.00
2014-07-27	Run 23,662		150.00
2014-07-27	Run 23,521		196.99
2014-07-27	Run 23,576		250.00
2014-07-27	Run 23,567		300.00
2014-07-27	Run 23,582		308.83
2014-07-27	Run 23,542		537.00
2014-07-27	Run 23,532		585.00
2014-07-27	Run 23,543		609.00
2014-07-27	Run 23,520		621.00
2014-07-27	Run 23,652		621.00
2014-07-27	Run 23,614		745.00
2014-07-27	Run 23,601		769.00
2014-07-27	Run 23,619		783.00
2014-07-27	Run 23,618		795.00
2014-07-27	Run 23,644		795.00
2014-07-27	Run 23,646		809.00
2014-07-27	Run 23,604		821.00
2014-07-28	Run 23,716		53.40
2014-07-28	Run 23,766		56.55
2014-07-28	Run 23,638		78.35
2014-07-28	Run 23,654		80.07
2014-07-28	Run 23,760		87.37
2014-07-28	Run 23,745		91.66
2014-07-28	Run 23,747		92.09
2014-07-28	Run 23,682		100.00
2014-07-28	Run 23,707		150.00
2014-07-28	Run 23,748		150.00
2014-07-28	Run 23,674		250.00
2014-07-28	Run 23,706		250.00
2014-07-28	Run 23,717		474.87
2014-07-28	Run 23,759		501.29
2014-07-28	Run 23,751		561.00
2014-07-28	Run 23,774		609.00
2014-07-28	Run 23,761		621.00
2014-07-28	Run 23,698		645.00
2014-07-28	Run 23,691		759.00
2014-07-28	Run 23,708		759.00
2014-07-28	Run 23,778		771.00
2014-07-28	Run 23,770		783.00
2014-07-28	Run 23,715		791.85
2014-07-28	Run 23,724		795.00
2014-07-28	Run 23,734		797.00
2014-07-28	Run 23,754		797.00
2014-07-28	Run 23,675		831.00
2014-07-28	Run 23,773		855.00
2014-07-28	Run 23,777		867.00

2014-07-28	Run 23,683		877.00
2014-07-28	Run 23,692		951.00
2014-07-29	Run 23,847		86.37
2014-07-29	Run 23,822		86.90
2014-07-29	Run 23,895		87.24
2014-07-29	Run 23,861		93.53
2014-07-29	Run 23,785		103.12
2014-07-29	Run 23,827		150.00
2014-07-29	Run 23,856		256.06
2014-07-29	Run 23,859		300.00
2014-07-29	Run 23,845		337.02
2014-07-29	Run 23,864		548.16
2014-07-29	Run 23,799		733.00
2014-07-29	Run 23,858		745.00
2014-07-29	Run 23,901		769.00
2014-07-29	Run 23,853		795.00
2014-07-29	Run 23,823		845.00
2014-07-29	Run 23,828		845.00
2014-07-29	Run 23,815		857.00
2014-07-30	Run 24,029		56.31
2014-07-30	Run 24,016		86.08
2014-07-30	Run 23,969		100.00
2014-07-30	Run 23,928		125.00
2014-07-30	Run 23,929		150.00
2014-07-30	Run 24,032		150.00
2014-07-30	Run 24,033		150.00
2014-07-30	Run 23,948		150.00
2014-07-30	Run 23,952		150.00
2014-07-30	Run 23,912		150.00
2014-07-30	Run 23,882		150.00
2014-07-30	Run 23,994		150.00
2014-07-30	Run 23,950		150.00
2014-07-30	Run 23,972		200.00
2014-07-30	Run 24,034		250.00
2014-07-30	Run 23,958		341.53
2014-07-30	Run 23,990		346.70
2014-07-30	Run 24,049		556.39
2014-07-30	Run 23,903		573.00
2014-07-30	Run 24,046		733.00
2014-07-30	Run 23,977		759.00
2014-07-30	Run 23,974		783.00
2014-07-30	Run 23,999		807.00
2014-07-30	Run 23,944		807.00
2014-07-30	Run 23,913		821.00
2014-07-30	Run 24,023		855.00
2014-07-30	Run 23,897		1,121.00
2014-07-31	Run 24,031		82.31

2014-07-31	Run 24,074		84.79
2014-07-31	Run 24,009		88.94
2014-07-31	Run 24,050		96.68
2014-07-31	Run 24,078		100.00
2014-07-31	Run 24,086		125.00
2014-07-31	Run 24,130		171.00
2014-07-31	Run 24,085		352.64
2014-07-31	Run 24,127		537.00
2014-07-31	Run 24,008		561.00
2014-07-31	Run 24,099		597.00
2014-07-31	Run 24,152		657.00
2014-07-31	Run 24,063		721.00
2014-07-31	Run 24,092		771.00
2014-07-31	Run 24,109		771.00
2014-07-31	Run 24,107		807.00
2014-07-31	Run 24,058		807.00
2014-07-31	Run 24,145		819.00
2014-07-31	Run 24,082		843.00
2014-07-31	Run 24,143		944.00
2014-08-01	Run 24,215		73.91
2014-08-01	Run 24,157		75.91
2014-08-01	Run 24,174		93.10
2014-08-01	Run 24,236		100.00
2014-08-01	Run 24,226		150.00
2014-08-01	Run 24,176		150.00
2014-08-01	Run 24,135		150.00
2014-08-01	Run 24,246		157.65
2014-08-01	Run 24,249		537.00
2014-08-01	Run 24,147		549.00
2014-08-01	Run 24,221		561.00
2014-08-01	Run 24,180		609.00
2014-08-01	Run 24,201		669.00
2014-08-01	Run 24,190		757.00
2014-08-01	Run 24,150		783.00
2014-08-01	Run 24,167		809.00
2014-08-01	Run 24,206		809.00
2014-08-01	Run 24,234		858.82
2014-08-01	Run 24,168		893.00
2014-08-02	Run 24,350		20.00
2014-08-02	Run 24,373		90.81
2014-08-02	Run 25,851		125.00
2014-08-02	Run 24,349		150.00
2014-08-02	Run 24,262		250.00
2014-08-02	Run 24,328		418.83
2014-08-02	Run 24,289		454.78
2014-08-02	Run 24,251		537.00
2014-08-02	Run 24,333		537.00

2014-08-02	Run 24,356		561.00
2014-08-02	Run 24,362		561.00
2014-08-02	Run 24,285		633.00
2014-08-02	Run 24,363		721.00
2014-08-02	Run 24,261		759.00
2014-08-02	Run 24,315		769.00
2014-08-02	Run 24,245		795.00
2014-08-02	Run 24,269		845.00
2014-08-02	Run 24,323		977.00
2014-08-02	Run 24,303		987.00
2014-08-02	Run 24,256		1,095.00
2014-08-03	Run 24,403		88.37
2014-08-03	Run 24,463		150.00
2014-08-03	Run 24,364		150.00
2014-08-03	Run 24,411		151.80
2014-08-03	Run 24,433		231.86
2014-08-03	Run 24,434		250.00
2014-08-03	Run 24,376		438.20
2014-08-03	Run 24,449		537.00
2014-08-03	Run 24,396		549.00
2014-08-03	Run 24,468		549.00
2014-08-03	Run 24,344		573.00
2014-08-03	Run 24,425		645.00
2014-08-03	Run 24,446		649.00
2014-08-03	Run 24,438		733.00
2014-08-03	Run 24,413		747.00
2014-08-03	Run 24,440		771.00
2014-08-03	Run 24,412		819.00
2014-08-03	Run 24,389		819.00
2014-08-03	Run 24,365		970.00
2014-08-04	Run 24,539		76.49
2014-08-04	Run 24,518		77.22
2014-08-04	Run 24,569		86.65
2014-08-04	Run 24,484		147.56
2014-08-04	Run 24,594		150.00
2014-08-04	Run 24,522		150.00
2014-08-04	Run 24,544		257.17
2014-08-04	Run 24,529		537.58
2014-08-04	Run 24,509		549.00
2014-08-04	Run 24,581		561.00
2014-08-04	Run 24,465		657.00
2014-08-04	Run 24,579		869.00
2014-08-05	Run 24,674		47.86
2014-08-05	Run 24,714		70.33
2014-08-05	Run 24,622		73.77
2014-08-05	Run 24,670		84.79
2014-08-05	Run 24,706		87.80

2014-08-05	Run 24,729		190.36
2014-08-05	Run 24,677		250.00
2014-08-05	Run 24,690		260.90
2014-08-05	Run 24,692		512.17
2014-08-05	Run 24,691		585.00
2014-08-05	Run 24,661		592.20
2014-08-05	Run 24,628		729.00
2014-08-05	Run 24,718		745.00
2014-08-05	Run 24,681		745.00
2014-08-05	Run 24,710		745.00
2014-08-05	Run 24,734		747.00
2014-08-05	Run 24,602		757.00
2014-08-05	Run 24,590		759.00
2014-08-05	Run 24,591		807.00
2014-08-05	Run 24,597		809.00
2014-08-05	Run 24,735		821.00
2014-08-05	Run 24,633		821.00
2014-08-05	Run 24,614		862.00
2014-08-05	Run 25,013		881.00
2014-08-05	Run 24,626		913.00
2014-08-05	Run 24,701		989.00
2014-08-06	Run 24,756		83.79
2014-08-06	Run 24,784		93.24
2014-08-06	Run 24,783		100.00
2014-08-06	Run 24,841		150.00
2014-08-06	Run 24,751		150.00
2014-08-06	Run 24,779		277.34
2014-08-06	Run 24,840		537.00
2014-08-06	Run 24,852		561.00
2014-08-06	Run 24,818		573.00
2014-08-06	Run 24,724		573.00
2014-08-06	Run 24,839		621.00
2014-08-06	Run 24,737		697.00
2014-08-06	Run 24,847		733.00
2014-08-06	Run 24,861		759.00
2014-08-06	Run 24,736		769.00
2014-08-06	Run 24,828		795.00
2014-08-06	Run 24,745		797.00
2014-08-06	Run 24,773		833.00
2014-08-06	Run 24,821		857.00
2014-08-06	Run 24,820		869.00
2014-08-06	Run 24,715		893.00
2014-08-06	Run 24,759		905.00
2014-08-07	Run 24,913		75.63
2014-08-07	Run 24,948		84.08
2014-08-07	Run 24,863		90.52
2014-08-07	Run 24,939		150.00

2014-08-07	Run 24,907		150.00
2014-08-07	Run 24,903		171.40
2014-08-07	Run 24,991		575.00
2014-08-07	Run 24,909		597.00
2014-08-07	Run 24,914		597.00
2014-08-07	Run 24,924		656.70
2014-08-07	Run 24,978		721.00
2014-08-07	Run 24,945		757.00
2014-08-07	Run 24,855		795.00
2014-08-07	Run 24,957		795.00
2014-08-07	Run 24,994		819.00
2014-08-07	Run 24,892		845.00
2014-08-07	Run 24,867		845.00
2014-08-07	Run 24,930		903.00
2014-08-07	Run 24,829		905.00
2014-08-07	Run 24,946		989.00
2014-08-08	Run 25,044		85.08
2014-08-08	Run 25,055		89.23
2014-08-08	Run 25,127		100.00
2014-08-08	Run 25,028		100.00
2014-08-08	Run 25,040		100.00
2014-08-08	Run 25,023		110.00
2014-08-08	Run 25,022		150.00
2014-08-08	Run 24,980		150.00
2014-08-08	Run 25,069		416.06
2014-08-08	Run 24,967		743.00
2014-08-08	Run 25,010		759.00
2014-08-08	Run 25,119		771.00
2014-08-08	Run 25,006		771.00
2014-08-08	Run 25,085		855.00
2014-08-08	Run 25,089		857.00
2014-08-08	Run 25,063		869.00
2014-08-08	Run 25,134		881.00
2014-08-08	Run 25,087		927.00
2014-08-08	Run 25,073		937.00
2014-08-09	Run 25,176		140.00
2014-08-09	Run 25,197		150.00
2014-08-09	Run 25,190		150.00
2014-08-09	Run 25,142		150.00
2014-08-09	Run 25,596		150.00
2014-08-09	Run 26,945		150.00
2014-08-09	Run 25,152		150.00
2014-08-09	Run 25,158		150.00
2014-08-09	Run 25,225		250.00
2014-08-09	Run 25,194		250.00
2014-08-09	Run 25,207		421.38
2014-08-09	Run 25,151		454.80

2014-08-09	Run 25,203		531.00
2014-08-09	Run 25,116		561.00
2014-08-09	Run 25,167		561.00
2014-08-09	Run 25,354		573.00
2014-08-09	Run 25,211		573.00
2014-08-09	Run 25,236		611.00
2014-08-09	Run 25,146		637.00
2014-08-09	Run 25,188		647.00
2014-08-09	Run 25,213		733.00
2014-08-09	Run 25,174		733.00
2014-08-09	Run 25,175		745.00
2014-08-09	Run 25,118		747.00
2014-08-09	Run 25,141		821.00
2014-08-09	Run 25,235		831.00
2014-08-09	Run 25,202		855.00
2014-08-09	Run 25,316		985.00
2014-08-10	Run 25,293		83.22
2014-08-10	Run 25,308		83.22
2014-08-10	Run 25,274		97.97
2014-08-10	Run 25,325		150.00
2014-08-10	Run 25,294		150.00
2014-08-10	Run 25,265		150.00
2014-08-10	Run 25,245		250.00
2014-08-10	Run 25,301		250.00
2014-08-10	Run 25,244		573.00
2014-08-10	Run 25,348		573.00
2014-08-10	Run 25,242		807.00
2014-08-10	Run 25,273		807.00
2014-08-10	Run 25,251		821.00
2014-08-10	Run 25,313		833.00
2014-08-10	Run 25,322		843.00
2014-08-10	Run 25,253		881.00
2014-08-10	Run 25,240		903.00
2014-08-11	Run 25,476		78.78
2014-08-11	Run 25,850		98.97
2014-08-11	Run 25,388		150.00
2014-08-11	Run 25,435		150.00
2014-08-11	Run 25,318		150.00
2014-08-11	Run 25,396		240.55
2014-08-11	Run 25,438		250.00
2014-08-11	Run 25,342		335.97
2014-08-11	Run 25,434		450.00
2014-08-11	Run 25,445		561.00
2014-08-11	Run 25,374		573.00
2014-08-11	Run 25,512		585.00
2014-08-11	Run 25,367		637.00
2014-08-11	Run 25,352		721.00

2014-08-11	Run 25,402		831.66
2014-08-11	Run 25,429		893.00
2014-08-11	Run 25,315		965.00
2014-08-11	Run 25,426		997.00
2014-08-12	Run 25,562		72.19
2014-08-12	Run 25,497		93.53
2014-08-12	Run 25,521		107.13
2014-08-12	Run 25,522		150.00
2014-08-12	Run 25,477		150.00
2014-08-12	Run 25,582		150.00
2014-08-12	Run 25,536		250.00
2014-08-12	Run 25,459		549.00
2014-08-12	Run 25,483		573.00
2014-08-12	Run 25,563		585.00
2014-08-12	Run 25,535		585.00
2014-08-12	Run 25,586		721.00
2014-08-12	Run 25,557		747.00
2014-08-12	Run 25,541		759.00
2014-08-12	Run 25,578		833.00
2014-08-12	Run 25,554		843.00
2014-08-12	Run 25,500		853.00
2014-08-12	Run 25,558		864.00
2014-08-13	Run 25,802		81.64
2014-08-13	Run 25,587		90.09
2014-08-13	Run 25,611		90.81
2014-08-13	Run 25,682		100.00
2014-08-13	Run 25,616		125.00
2014-08-13	Run 25,701		150.00
2014-08-13	Run 25,656		150.00
2014-08-13	Run 25,647		150.00
2014-08-13	Run 25,585		265.74
2014-08-13	Run 25,711		326.36
2014-08-13	Run 25,697		461.98
2014-08-13	Run 25,646		537.00
2014-08-13	Run 25,683		549.00
2014-08-13	Run 25,572		561.00
2014-08-13	Run 26,544		571.00
2014-08-13	Run 25,627		633.00
2014-08-13	Run 25,700		733.00
2014-08-13	Run 25,661		809.00
2014-08-13	Run 25,803		855.00
2014-08-13	Run 25,603		881.00
2014-08-13	Run 25,604		893.00
2014-08-13	Run 25,668		965.00
2014-08-13	Run 25,595		973.00
2014-08-13	Run 25,800		977.00
2014-08-14	Run 25,836		85.65

2014-08-14	Run 25,861		85.79
2014-08-14	Run 25,797		87.37
2014-08-14	Run 25,751		92.09
2014-08-14	Run 25,722		100.40
2014-08-14	Run 25,730		150.00
2014-08-14	Run 25,724		373.24
2014-08-14	Run 25,783		537.00
2014-08-14	Run 25,789		573.00
2014-08-14	Run 25,857		585.00
2014-08-14	Run 25,760		609.00
2014-08-14	Run 25,825		621.00
2014-08-14	Run 25,758		627.00
2014-08-14	Run 25,787		657.00
2014-08-14	Run 25,826		709.00
2014-08-14	Run 25,791		797.00
2014-08-14	Run 25,840		809.00
2014-08-14	Run 25,741		843.00
2014-08-14	Run 25,817		843.00
2014-08-14	Run 25,752		845.00
2014-08-14	Run 25,749		869.00
2014-08-15	Run 26,110		79.70
2014-08-15	Run 25,813		84.22
2014-08-15	Run 25,830		90.09
2014-08-15	Run 25,824		100.00
2014-08-15	Run 25,900		150.00
2014-08-15	Run 25,913		150.00
2014-08-15	Run 25,886		150.00
2014-08-15	Run 25,882		150.00
2014-08-15	Run 25,943		150.00
2014-08-15	Run 25,960		189.75
2014-08-15	Run 25,894		250.00
2014-08-15	Run 25,921		250.00
2014-08-15	Run 25,872		498.90
2014-08-15	Run 25,928		549.00
2014-08-15	Run 25,964		573.00
2014-08-15	Run 25,898		585.00
2014-08-15	Run 25,956		695.00
2014-08-15	Run 25,838		709.00
2014-08-15	Run 25,877		747.00
2014-08-15	Run 25,881		747.00
2014-08-15	Run 25,821		759.00
2014-08-15	Run 25,906		797.00
2014-08-15	Run 25,864		821.00
2014-08-15	Run 25,895		843.00
2014-08-16	Run 25,995		50.00
2014-08-16	Run 26,037		72.19
2014-08-16	Run 26,049		125.00

2014-08-16	Run 26,437		150.00
2014-08-16	Run 26,012		150.00
2014-08-16	Run 26,436		150.00
2014-08-16	Run 25,997		150.00
2014-08-16	Run 26,063		150.00
2014-08-16	Run 26,442		150.00
2014-08-16	Run 26,045		150.00
2014-08-16	Run 26,432		150.00
2014-08-16	Run 26,441		150.00
2014-08-16	Run 26,024		225.00
2014-08-16	Run 26,039		250.00
2014-08-16	Run 25,965		339.65
2014-08-16	Run 26,038		397.74
2014-08-16	Run 26,022		549.63
2014-08-16	Run 25,988		615.00
2014-08-16	Run 26,023		633.00
2014-08-16	Run 25,945		657.00
2014-08-16	Run 26,055		745.00
2014-08-16	Run 26,146		745.00
2014-08-16	Run 25,932		795.00
2014-08-16	Run 25,994		825.00
2014-08-16	Run 25,951		839.00
2014-08-16	Run 25,949		891.00
2014-08-16	Run 26,308		949.00
2014-08-16	Run 26,310		987.00
2014-08-16	Run 26,076		999.00
2014-08-16	Run 26,311		1,049.00
2014-08-16	Run 25,959		1,061.00
2014-08-17	Run 26,164		125.00
2014-08-17	Run 26,119		150.00
2014-08-17	Run 26,117		150.00
2014-08-17	Run 26,095		250.00
2014-08-17	Run 26,085		250.00
2014-08-17	Run 26,060		537.00
2014-08-17	Run 26,100		573.00
2014-08-17	Run 26,101		745.00
2014-08-17	Run 26,126		759.00
2014-08-17	Run 26,105		769.00
2014-08-17	Run 26,141		837.69
2014-08-17	Run 26,167		843.00
2014-08-17	Run 26,127		901.00
2014-08-18	Run 26,202		85.94
2014-08-18	Run 26,222		87.66
2014-08-18	Run 26,169		88.08
2014-08-18	Run 26,290		90.23
2014-08-18	Run 26,209		92.81
2014-08-18	Run 26,224		100.00

2014-08-18	Run 26,179		100.00
2014-08-18	Run 26,260		250.00
2014-08-18	Run 26,250		458.20
2014-08-18	Run 26,211		537.00
2014-08-18	Run 26,262		561.00
2014-08-18	Run 26,235		585.00
2014-08-18	Run 26,185		682.00
2014-08-18	Run 26,161		709.00
2014-08-18	Run 26,271		745.00
2014-08-18	Run 26,203		745.00
2014-08-18	Run 26,273		757.00
2014-08-18	Run 26,291		809.00
2014-08-18	Run 26,228		867.00
2014-08-18	Run 26,225		881.00
2014-08-19	Run 26,407		100.00
2014-08-19	Run 26,350		100.00
2014-08-19	Run 26,301		150.00
2014-08-19	Run 26,329		150.00
2014-08-19	Run 26,354		150.00
2014-08-19	Run 26,317		150.00
2014-08-19	Run 26,305		200.00
2014-08-19	Run 26,326		248.20
2014-08-19	Run 26,312		485.98
2014-08-19	Run 26,365		549.00
2014-08-19	Run 26,288		573.00
2014-08-19	Run 26,381		573.00
2014-08-19	Run 26,384		757.00
2014-08-20	Run 26,496		10.00
2014-08-20	Run 26,428		84.65
2014-08-20	Run 26,426		92.24
2014-08-20	Run 26,465		94.96
2014-08-20	Run 26,461		125.00
2014-08-20	Run 26,521		150.00
2014-08-20	Run 26,509		150.00
2014-08-20	Run 26,460		516.16
2014-08-20	Run 26,477		537.00
2014-08-20	Run 26,528		573.00
2014-08-20	Run 26,478		771.00
2014-08-20	Run 26,503		857.00
2014-08-21	Run 26,541		85.94
2014-08-21	Run 26,578		113.99
2014-08-21	Run 26,636		150.00
2014-08-21	Run 26,639		150.00
2014-08-21	Run 26,716		150.00
2014-08-21	Run 26,605		561.00
2014-08-21	Run 26,630		585.00
2014-08-21	Run 26,546		621.00

2014-08-21	Run 26,594		781.00
2014-08-21	Run 26,629		809.00
2014-08-22	Run 27,310		150.00
2014-08-22	Run 26,725		549.00
2014-08-22	Run 26,634		585.00
2014-08-22	Run 26,698		597.00
2014-08-22	Run 26,761		697.00
2014-08-22	Run 26,635		733.00
2014-08-22	Run 26,669		747.00
2014-08-22	Run 26,692		759.00
2014-08-22	Run 26,656		795.00
2014-08-22	Run 26,717		819.00
2014-08-23	Run 26,835		54.59
2014-08-23	Run 26,789		100.00
2014-08-23	Run 26,757		585.00
2014-08-23	Run 26,764		597.00
2014-08-23	Run 26,777		609.00
2014-08-23	Run 26,842		721.00
2014-08-23	Run 26,861		759.00
2014-08-23	Run 26,950		893.00
2014-08-24	Run 26,900		83.22
2014-08-24	Run 26,853		150.00
2014-08-24	Run 26,939		250.00
2014-08-24	Run 26,887		537.00
2014-08-24	Run 26,920		609.00
2014-08-24	Run 26,955		709.00
2014-08-24	Run 26,925		759.00
2014-08-24	Run 26,926		793.00
2014-08-24	Run 26,892		809.00
2014-08-25	Run 27,045		150.00
2014-08-25	Run 27,057		537.00
2014-08-25	Run 27,030		573.00
2014-08-25	Run 27,077		633.00
2014-08-25	Run 27,001		749.00
2014-08-25	Run 26,965		769.00
2014-08-25	Run 27,081		783.00
2014-08-26	Run 27,199		150.00
2014-08-26	Run 27,198		150.00
2014-08-26	Run 27,139		537.00
2014-08-26	Run 27,194		549.00
2014-08-26	Run 27,117		573.00
2014-08-26	Run 27,193		795.00
2014-08-26	Run 27,094		807.00
2014-08-26	Run 27,229		829.00
2014-08-26	Run 27,172		831.00
2014-08-27	Run 27,248		150.00
2014-08-27	Run 27,259		150.00

2014-08-27	Run 27,233		537.00
2014-08-27	Run 27,327		597.00
2014-08-27	Run 27,304		697.00
2014-08-27	Run 27,255		759.00
2014-08-28	Run 27,425		150.00
2014-08-28	Run 27,409		585.00
2014-08-28	Run 27,393		635.00
2014-08-28	Run 27,372		681.00
2014-08-28	Run 27,387		687.00
2014-08-28	Run 27,384		721.00
2014-08-28	Run 27,424		747.00
2014-08-28	Run 27,341		807.00
2014-08-28	Run 27,398		831.00
2014-08-28	Run 27,436		855.00
2014-08-29	Run 27,503		857.00
2014-08-30	Run 27,563		597.00
2014-08-30	Run 27,642		611.00
2014-08-30	Run 27,685		685.00
2014-08-30	Run 27,584		771.00
2014-08-30	Run 27,568		879.00
2014-08-31	Run 27,769		150.00
2014-08-31	Run 27,674		537.00
2014-08-31	Run 27,710		633.00
2014-08-31	Run 27,649		645.00
2014-08-31	Run 27,739		645.00
2014-08-31	Run 27,784		843.00
2014-09-01	Run 27,774		561.00
2014-09-01	Run 27,787		585.00
2014-09-01	Run 27,810		697.00
2014-09-01	Run 27,925		709.00
2014-09-01	Run 27,885		809.00
2014-09-02	Run 28,003		537.00
2014-09-02	Run 28,018		733.00
2014-09-02	Run 27,944		747.00
2014-09-02	Run 27,959		801.00
2014-09-02	Run 28,021		843.00
2014-09-02	Run 27,921		855.00
2014-09-02	Run 28,020		891.00
2014-09-02	Run 27,971		977.00
2014-09-03	Run 28,073		721.00
2014-09-03	Run 28,152		809.00
2014-09-03	Run 28,097		881.00
2014-09-04	Run 28,147		781.00
2014-09-04	Run 28,206		783.00
2014-09-04	Run 28,295		833.00
2014-09-05	Run 28,358		99.40
2014-09-06	Run 28,494		126.57

2014-09-07	Run 28,523		845.00
2014-09-08	Run 28,758		645.00
2014-09-09	Run 28,805		96.82
2014-09-09	Run 28,809		709.00
2014-09-10	Run 28,886		621.00
2014-09-12	Run 29,162		150.00
2014-09-12	Run 29,257		857.00
2014-09-13	Run 29,399		88.80
2014-09-13	Run 29,363		817.00
2014-09-19	Run 30,057		669.00
2014-09-19	Run 30,024		821.00
2014-09-22	Run 30,346		833.00
2014-09-23	Run 30,426		845.00
2014-09-24	Run 30,619		50.05
2014-09-24	Run 30,578		150.00
2014-09-26	Run 30,783		48.48
2014-09-27	Run 30,945		661.00
2014-09-29	Run 31,147		747.00
2014-10-01	Run 31,378		88.37
2014-10-01	Run 31,324		913.00
2014-10-04	Run 31,713		831.00
2014-10-05	Run 31,769		819.00
2014-10-06	Run 32,012		74.20
2014-10-06	Run 32,092		150.00
2014-10-06	Run 31,992		697.00
2014-10-07	Run 32,041		300.00
2014-10-11	Run 32,597		709.00
2014-10-17	Run 33,229		89.09
2014-10-21	Run 33,662		721.00
2014-10-22	Run 33,781		561.00
2014-10-23	Run 33,938		150.00
2014-10-23	Run 33,939		771.00
2014-10-23	Run 33,876		843.00
2014-10-24	Run 34,036		549.00
2014-10-31	Run 34,842		821.00
2014-11-02	Run 34,999		83.50
2014-11-05	Run 35,350		7.04
2014-11-07	Run 35,573		561.00
2014-11-10	Run 35,924		809.00
2014-11-13	Run 36,192		6.16
# Transports = 3,233		Total Requested Write-Off =	1,566,860.47

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8119 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Establish County-Funded Senior Court Program Specialist II Position - First Judicial Circuit Foreclosure Program
From: Will Moore, Admin Services Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing a County-Funded Senior Court Program Specialist II Position - First Judicial Circuit Foreclosure Program - Will Moore, Trial Court Administration Admin Services Manager

That the Board take the following action concerning establishing a County-funded Senior Court Program Specialist II Position for the First Judicial Circuit Foreclosure Program:

A. Authorize the creation of a Court Innovation Article V Local Option funded position, Senior Court Program Specialist II, per the provided job description; and

B. Authorize the recurring personnel expenditure from reserves for the necessary annual cost beginning July 1, 2015, at an hourly rate of $19.85 x 2080 = $41,288.00 annual base salary + benefits $15,317 = $56,605. The pro-rated salary from July 1, 2015, through the end of the current Fiscal Year, September 30, 2015, will be 15 weeks x 40 hours = 600 hours x $19.85 = $11,910 plus benefits, for an estimated total of $15,000 for Fiscal Year 2014/2015.

[Funding: Fund 115, Court Innovation Article V Local Option, Cost Center 410501, Object Code 51201]

BACKGROUND:

The Backlog Foreclosure Initiative was established to resolve the numerous foreclosure cases that have been pending in the courts for years. The First Judicial Circuit currently manages over 1,400 of foreclosure cases. The current Senior Court Program Specialist II is under Other Personal Services (OPS) State employment which is a temporary employer/employee relationship used solely for accomplishing short term or intermittent tasks. The OPS State funding for the Foreclosure Program will cease June 30, 2015. If the position is eliminated the 1,400 plus cases currently being managed by the case specialist will likely languish in the system when left to parties and/or attorneys to move

the cases. Having a case management system is the only way to proactively move these caseloads to final judgment or dismissal.

BUDGETARY IMPACT:

Funding for the Senior Court Program Specialist II position will be provided through Court Innovation Article V Local Option Fund according to Florida Statute 939.185 939.185 Assessment of additional court costs and surcharges.— " (1)(a)The board of county commissioners may adopt by ordinance an additional court cost, not to exceed $65, to be imposed by the court when a person pleads guilty or nolo contendere to, or is found guilty of, or adjudicated delinquent for, any felony, misdemeanor, delinquent act, or criminal traffic offense under the laws of this state. Such additional assessment shall be accounted for separately by the county in which the offense occurred and be used only in the county imposing this cost, to be allocated as follows:
1.Twenty-five percent of the amount collected shall be allocated to fund innovations, as determined by the chief judge of the circuit, to supplement state funding for the elements of the state courts system identified in s. 29.004 and county funding for local requirements under s. 29.008(2)(a)2."

Escambia County General Fund will have no impact in the funding of the Senior Court Program Specialist II position. The position will be funded through Fund 115, Court Innovation Article V Local Option, CC 410501, OC 51201 per Florida Statute 939.185 Assessment of additional court costs and surcharges.

This will be a recurring personnel expenditure from reserves for the necessary recurring annual cost beginning July 1, 2015, at an hourly rate of $19.85 x 2080 = $41,288.00 annual base salary + benefits $15,317 = $56,605

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Senior Court Program Specialist II Job Description

STATE COURTS SYSTEM POSITION DESCRIPTION

Employee:

Title: Sr. Court Program Specialist II **Class Code:**

Organization code: **Position Number:**

Court Location: First Judicial Circuit/Escambia County **Date Established:**

Types of Action: **Effective Date:**

The following duties and responsibilities are not illustrative or exhaustive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment for the position.

SCOPE OF WORK

The Sr. Court Program Specialist II is primarily responsible for the intake, review, file preparation, case coordination docketing, and case management of pending foreclosure cases in Escambia County. This position is responsible for drafting forms and orders; developing case management procedures; and instituting court processes under the direction the assigned judge. In addition, the Case Manager will attend hearings, communicate with parties, collect data, prepare reports and perform all other functions necessary to manage and expedite the cases through the court system.

ESSENTIAL DUTIES (95%) % of Time

- Case intake and preparation: reviewing Clerk of Court and other data base systems to determine case status; reviewing the file documents; checking time factors; verifying service, mediation, and mandatory requirements; flagging essential documents; summarizing the file in preparation for the final hearing; differentiating cases for appropriate docketing and monitoring 40%

- Case Management: preparing checklists to assess case status; contacting agencies, attorneys, and parties as needed to obtain information needed to move the case to final judgment or other resolution. Staffing cases with other agency personnel and/or judges as needed to determine action needed to expedite the case. Preparing correspondence, orders, and notices to parties as needed. 15%

- Scheduling court hearings: obtaining hearing dates and times from judges, preparing dockets, sending out notices or orders setting hearings; arranging for courtrooms and court security. 10%

- Attend court hearings: assist judge with case files, complete forms and orders per direction of the court. Document information and outcome of each hearing for follow up usage and monthly reporting. Perform follow up case management functions per direction of the judge. 30%

OTHER DUTIES (5%)

- Work with Clerk's Office to coordinate case management and file maintenance functions. 2%
- Participate in educational training and workshops when available; generally keep apprised of new legislation, forms, rules and other mandates that require procedural and/or administrative changes or updates. 1%
- Apprise and/or discuss with supervisor, all matters requiring decision or action related to parties and/or other agencies or interagency personnel. 1%
- Perform general administrative functions related to payroll, travel, meetings, file maintenance, office organization, computer operations, etc. 1%

WORK RELATED CONTACTS

The position requires regular contact with Court Administration staff, Clerk of Court staff, judges, litigants, attorneys, court security, lending institutions, and mediation service providers.

SUPERVISORY RESPONSIBILITIES

None

EQUIPMENT

Equipment used includes computer, facsimile machine, photocopier, microfiche/microfilm reader, typewriter, calculator, postage meter, telephone, answering machine equipment, and audio equipment.

EMPLOYEE SIGNATURE

The understand that the information in above is a general description of the duties of my position. I have had the opportunity to read and discuss my position description with my supervisor.

_____ _____

Employee's Signature Date

_____ _____

Supervisor's Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8126 **County Administrator's Report** **12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: SBA#135 - April 2014 Flood/Disaster Insurance Proceeds
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #135 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #135, Internal Service Fund (501), in the amount of $7,500,000, to recognize insurance proceeds received from the 2014 Flood/Disaster event, and to appropriate these funds to be used for repair and maintenance and other insurable activities for the continuity of Board of County Commissioner (BCC) operations.

BACKGROUND:

Escambia County has received an insurance reimbursement check from Ace (Westchester) ($7.5 million) from the April 2014 Flood/Disaster event. These funds will assist with the continuity of operations for the various BCC Departments. The County has received a total of $25 million in property damage insurance reimbursements to date due to the flood.

BUDGETARY IMPACT:

This amendment will increase Fund 501 in the amount of $7,500,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#135

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

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 County Budget.

WHEREAS, Escambia County has received insurance proceeds from one of our insurance providers due to the flood/explosion events. These funds will be used for repair and maintenance activities and other related expenses, these funds must now 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, 2015:

Internal Service Fund	501
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	501	369008	7,500,000
Total			**7,500,000**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	501/140836	53401	7,000,000
Repair & Maintenance	501/140836	54601	500,000
Total			**7,500,000**

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.04.28 11:45:28 -05'00'

OMB Approved

Supplemental Budget Amendment
#135

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8170 **County Administrator's Report** **12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Supplemental Budget Amendment #138 - FL Department of Agriculture and Consumer Services Grant to Treat Cogongrass Infestation
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #138 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #138, Other Grants and Projects (110), in the amount of $6,184, to recognize Grant proceeds from Florida Department of Agriculture and Consumer Services (FDACS), and to appropriate these funds to treat infestations of cogongrass. The County's match is covered in terms of man hours for systematic spraying in identified areas by two staff members.

BACKGROUND:

The Florida Forest Services (FFS) under the Department of Agriculture and Consumer Services (FDACS) has a grant program offered to counties for the treatment of invasive species, specifically cogongrass, as identified in Escambia County. The agreement provides reimbursement to the County of up to $6,184 to purchase spray equipment, herbicide, personal protection equipment and a trailer for transporting the equipment. The County's match is covered in terms of man hours for systematic spraying in identified areas by two staff members.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $6,184.

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# 138

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

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 a grant from Florida Department of Agriculture and Consumer Services to treat infestations of cogongrass, 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, 2015:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
FDACS Cogongrass Grant	110	334xx (new)	6,184
Total			$6,184

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/220902 (new)	55201	164
Machinery and Equipment	110/220902 (new)	56401	6,020
Total			$6,184

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.05.07 15:52:45 -05'00'

OMB Approved

Supplemental Budget Amendment
138

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8143 **County Administrator's Report** **12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Supplemental Budget Amendment #139 - Prior Year Grant Adjustments
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #139 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #139, FTA Capital Projects Fund (320), for a reduction in the amount of $475,762, to make prior year Grant adjustments for two Federal Transit Administration (FTA) Capital Grants and the State of Good Repair Capital Grant for Escambia County Area Transit (ECAT). Supplemental Budget Amendment #139 places the correct balances in each Grant after performing a Grant analysis in conjunction with the Clerk's Office, ECAT, and the Office of Management and Budget.

BACKGROUND:

Prior year grant adjustments are needed for three ECAT grants. These grants are used for facility maintenance enhancements, buses, para-transit vehicles, installation of vehicle camera system, and to purchase other capital items. These grant adjustments need to be recognized and appropriated accordingly.

BUDGETARY IMPACT:

This amendment will decrease Fund 320 by $475,762.

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# 139

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2015-

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 prior year grant adjustments that need to be made to three Escambia County Area Transit (ECAT) grants, and these adjustments must be recognized and appropriated in the current year's budget.

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, 2015:

FTA Capital Project Funds	320
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
2011 FTA Grant FL90-X759	320	331459	85,373
2013 FTA Grant FL90-X818	320	331462	(109,361)
Good Repair Grant FL04-0181	320	331466	(451,774)
Total			**($475,762)**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Support Facility Repairs	320/320416	54607	127,992
Computer, Equipment, Software	320/320416	55230	9,301
Maintenance Equipment	320/320416	56408	($51,920)
Machinery & Equipment	320/320418	56401	($109,361)
Machinery & Equipment	320/320420	56401	(451,774)
Total			**($475,762)**

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.05.06 08:54:08 -05'00'

OMB Approved

Supplemental Budget Amendment
139

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8173 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Supplemental Budget Amendment #140 - NRDA Boat Ramp Grant
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #140 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #140, Gulf Coast Restoration Fund (118), in the amount of $562,545, to recognize Grant proceeds from the Florida Department of Environmental Protection (DEP), and to appropriate these funds for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Early Restoration Program (NRDA ERP).

BACKGROUND:

Escambia County has been awarded funds from Florida DEP for the operation and maintenance expenses during the grant period at four public boat ramps - Navy Point, Mahogany Mill, Galvez Landing, and Perdido River. This funding is related to Escambia County's award of $4 million from Natural Resources Damage Assessment (NRDA) resulting from the Deepwater Horizon Oil Spill.

BUDGETARY IMPACT:

This amendment will increase Fund 118 by $562,545.

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# 140

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

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 a grant from the Florida Department of Environmental Protection for operations and maintenance services to boat ramps renovated and construced under Deepwater Horizon Natural Resotration Damage Assessment Early Restoration Program (NRDA ERP), 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, 2015:

Gulf Coast Restoration Fund	118
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
NRDA Boat Ramps	118	334735	562,545
Total			$562,545

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractual Services	118/222001	53401	280,000
Utilties	118/222001	54301	38,000
Rentals and Leases	118/222001	54401	84,000
Repair and Maintenance	118/222001	54601	150,000
Operating Supplies	118/222001	55201	$10,545
Total			$562,545

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.05.07 15:50:51 -05'00'

OMB Approved

Supplemental Budget Amendment
140

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8197 **County Administrator's Report** **12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Supplemental Budget Amendment #141 - Funds for the Tugboat "Ocean Wind" Artificial Reef
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #141 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #141, Escambia County Restricted Fund (101), in the amount of $8,900, to recognize funds received from dive shops, divers, and other reef stakeholders, and to appropriate these funds for the purchase and deployment of the tugboat "Ocean Wind" to be used as an artificial reef.

BACKGROUND:

On January 8, 2015, the Board of County Commissioners approved the acquisition of the tugboat "Ocean Wind" for deployment as an artificial reef, contingent upon the receipt of the Grant Agreement from Florida Fish and Wildlife. The Board subsequently approved the Grant Agreement on April 23, 2015. Additional funds for the "Ocean Wind" project was pledged through a public stakeholder initiative. To date $8,900 has been received from dive shops, divers and other reef stakeholders for the purchase and deployment of "Ocean Wind".

BUDGETARY IMPACT:

This amendment will increase Fund 101 by $8,900.

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# 141

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2015-

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 County has received funds from public stakeholders for the purchase and deployment of the tugboat "Ocean Wind" to be utilized as an artificial reef, and these funds must be recognized and appropriated in the current year's budget.

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, 2015:

Escambia County Restricted Fund	101
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Aquatic Resources	101	366004	8,900
Total			$8,900

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Buildings	101/220809	56301	8,900
Total			$8,900

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2015.05.07 15:50:17 -05'00'

OMB Approved

Supplemental Budget Amendment
141

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8106 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Food Services at Emergency Operations Center PD 14-15.045
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Food Services at the Emergency Operations Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award a Contract PD14-15.045, for Food Services at the Emergency Operations Center (EOC) during emergency activation of the EOC, to TCSS Logistics, Inc., and approve the Agreement for Food Services Operations for the Emergency Operations Center, based on costs, as follows:

$8.00 per meal (Breakfast, Lunch, and Dinner)
Snack items + 33% over cost

[Funding: Fund to be determined by the Board of Commissioners at the time of the emergency activation]

BACKGROUND:

The Invitation to Bid PD 14-15.045 was advertised in the Pensacola News Journal on March 23, 2015. Ten firms were notified on March 23, 2015. One bid was received on April 22, 2015. The award of contract PD 14-15.045 does not indicate that a Purchase Order is being issued. This contract is effective only for food services associated with the emergency operations during an activation of the Emergency Operations Center.

BUDGETARY IMPACT:

Funding will be authorized by the Board of Commissioners at the time of the emergency activation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the contract. Purchase Orders will be issued at the time of emergency activation of the EOC.The Invitation to Bid PD14-15.045 was advertised in the Pensacola News Journal on March 23, 2015. Ten firms were notified on March 23, 2015. One bid was received on April 22, 2015. The award of contract PD14-15.045 does not indicate that a Purchase Order is being issued. This contract is effective only for food services associated with the emergency operations during an activation of the Emergency Operations Center.

Attachments

Agreement

Bid Tab

AGREEMENT FOR FOOD SERVICE OPERATIONS FOR THE EMERGENCY OPERATIONS CENTER (PD 14-15.045)

THIS AGREEMENT is made this _____ day of _____, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and TCSS Logistics, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal employer identification number is 47-3814544, whose principal address is 502 Salem Drive, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on March 23, 2015, the County issued an Invitation to Bidders (PD 14-15.045) seeking a contractor to provide food service on an as-needed basis for the Emergency Operations Center located at 6675 North "W" Street, Pensacola, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of food services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of one (1) year. Upon mutual agreement, the contract may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years and six (6) months.

3. Scope of Work.

a. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Food Service for the Emergency Operations Center (P.D. 14-15.045), attached hereto as **Exhibit A**. In the event of a conflict

between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

b. Contractor shall utilize a portion of the Emergency Operations Center more particularly described in **Exhibit A** as the "Facility Kitchen Site Plan" for the sole purpose of providing food service operations on the premises. The Facility Kitchen and any equipment therein is provided to the Contractor in "as-is" condition.

c. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Bid Form, dated April 22, 2015, attached hereto as **Exhibit B**.

d. Contractor shall conform to all applicable regulations of the United States Department of Agriculture, the State of Florida, and Escambia County as it relates to the performance of this Agreement, including, but not limited to, food handling and storage, occupational fees, and licensing of personnel.

e. Contractor shall adhere to all security requirements for the Emergency Operations Center.

f. Contractor shall provide sufficient personnel to adequately supervise and operate the food service operations on the premises. All food service personnel shall be the employees of the Contractor. All food service personnel shall be required to undergo a background check at the Contractor's expense and receive prior approval from the Contract Administrator before commencing work on the premises.

g. Contractor shall provide a suitable menu, substantially similar to that which is currently provided on the premises. The menu shall be subject to the final approval of the Contract Administrator.

h. Contractor shall be responsible for providing all necessary food service supplies, expendable and non-expendable, and all food, perishable and non-perishable.

i. The Contractor shall be responsible for all general upkeep and maintenance of the Facility Kitchen including, but not limited to, janitorial service, custodial maintenance, equipment maintenance, pest control, chemical treatment, and waste disposal. For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with routine upkeep and cleaning of the Facility Kitchen that is reasonably necessary to maintain a high level of service and is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, and manufacturer's recommendations.

j. Contractor shall adhere to all food safety and sanitation standards as required by federal, state and local law.

k. Upon termination or expiration of this Agreement, Contractor shall leave the Facility Kitchen and all County equipment in as good a condition as it was upon the Effective Date of the Agreement, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement. Contractor shall forfeit ownership of any items that remain on the premises more than thirty (30) days after the expiration or termination of the agreement.

l. For the purpose of this Agreement, the Contract Administrator shall be the County Administrator, or designee.

4. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those services ordered pursuant to a purchase order may be compensated.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for services received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on

behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: TCSS Logistics, Inc.
Attention: Antonio Lee
502 Salem Drive
Pensacola, Florida 32514

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall

remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Steven Barry, Chairman

_____
Deputy Clerk

Date: _____

(SEAL)

BCC Approved: _____

CONTRACTOR: TCSS LOGISTICS, INC.

ATTEST:

By: _____
Cecilia Lee, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/5/15

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
FOOD SERVICES AT EMERGENCY OPERATIONS CENTER
SPECIFICATION PD 14-15.045

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID



ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

FOOD SERVICES AT EMERGENCY OPERATIONS CENTER

SPECIFICATION NUMBER PD 14-15.045
BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CDT, Wednesday, April 22, 2015
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference Room 11.407 on Wednesday, April 8, 2015 at 9:00a.m CDT. All Bidders are encouraged to attend.

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Douglas Underhill
Wilson B. Robertson
Lumon J. May

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805

Technical Assistance:
John Dosh
Emergency Operations
Public Safety
6575 N. "W" Street
Pensacola, FL 32505
Tel: (850) 471-6400
Fax: (850) 471-6455

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

FOOD SERVICES AT EMERGENCY OPERATIONS CENTER
PD 14-15.045

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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List of General Terms and Conditions (Incorporated by Reference)	11
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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
JOE PILLITARY, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola FL, 32502

Invitation to Bid

FOOD SERVICES AT EMERGENCY OPERATIONS CENTER
SOLICITATION NUMBER: PD 14-15.045

SOLICITATION

MAILING DATE: Monday, March 23, 2015
PRE-BID CONFERENCE: Wednesday, 9:00a.m., CDT, April 8, 2015 at the Office of Purchasing
OFFERS WILL BE RECEIVED UNTIL: 3:00p.m., CDT, April 22, 2015 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

_____

Name of Contractor

_____

By_____
Signature of Person Authorized to Sign — Date

ATTEST:_____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST:_____
Witness — Date

ATTEST:_____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

_____

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

BID FORM
Specification Number PD 14-15.045
FOOD SERVICES AT EMERGENCY OPERATIONS CENTER

Date:_____

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Services at Emergency Operations Center as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following Costs Per Meal & Percentage Markup for Costs of Snacks:

Breakfast $_____ Per Meal
Lunch $_____ Per Meal
Dinner $_____ Per Meal
Snack Items _____% markup over cost

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost

Bidder:_____

By:_____

Signature:_____

Title:_____
Address:_____
_____

Person to contact concerning this bid:
_____
Phone/Toll Free/Fax #_____
_____
E-Mail Address:_____
Home Page Address:_____

Person to contact for emergency service:
_____
Phone/Cell/Pager #:_____
_____

Person to contact for disaster service:
_____
Home Address:_____
_____
Home Phone/Cell/Pager #:_____
_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of $500.00 of bid.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of_____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____ Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 12/21/01)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.045, "Food Services at Emergency Operations Center", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SEE SCOPE OF WORK SUMMARY

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$500.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (Telephone) (850) 595-4878, (Fax) (850) 595-4805. Technical questions may be directed to John Dosh , (Telephone) (850) 471-6400 , (Fax) (850) 471-6455 not later than 5:00p.m., CDT April 14, 2015 .

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.
The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, April 8, 2015 at 9:00a.m. CDT. All bidders are encouraged to attend.

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from John Dosh, (850) 471-6400. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.
The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.
The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

13. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

16. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

17. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

18. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

19. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

20. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

21. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

22. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction.
The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

23. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.
2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
3. List of equipment and facilities available to do the work.
4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

24. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

26. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

27. **Award**

Award shall be made on an "all-or-none total" basis.

28. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be

affected by any such termination and his surety, if any, shall be forfeited.

29. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

30. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described

herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County' s acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Joe Pillitary, CPPO, CPPB
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT A

1. Scope of Work:

The Contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise described herein) and shall establish and operate the food service facility for the purpose of dispensing food, non-alcoholic beverages and other such items as may be authorized by the Resource Officer (RO), in accordance with all items and conditions specified herein. Service shall be prompt, efficient and courteous and avoid undue interference with the operation of the building in which services are provided. The assignment of work will be on as as needed basis and will be consistent with the requirements delineated in the scope of work. The extended work hours noted during an emergency and disaster events may require 24 hours per day coverage for several days.

a. Description of Services: The Contract will be required to provide food services, janitorial, trash removal, and cleaning/maintenance on County owned equipment in said food service areas of the Escambia County Public Safety facility. In addition, the Contractor will be responsible for obtaining all permits, licenses, and approvals to operate the facility. The variety, menu and appearance of food shall be consistent with approved food service industry standards for comparable local food facilities. The Contractor shall demonstrate innovative methods in keeping with the best industry standards.

b. Hours of Operations: Food services shall be provided on as needed basis.

Breakfast	6:00 a.m. to 8:00 a.m.
Lunch	11:00 a.m. to 1:00 p.m.
Dinner	6:00 p.m. to 8:00 p.m.
Late Shift	11:00 p.m. to 1:00 a.m.

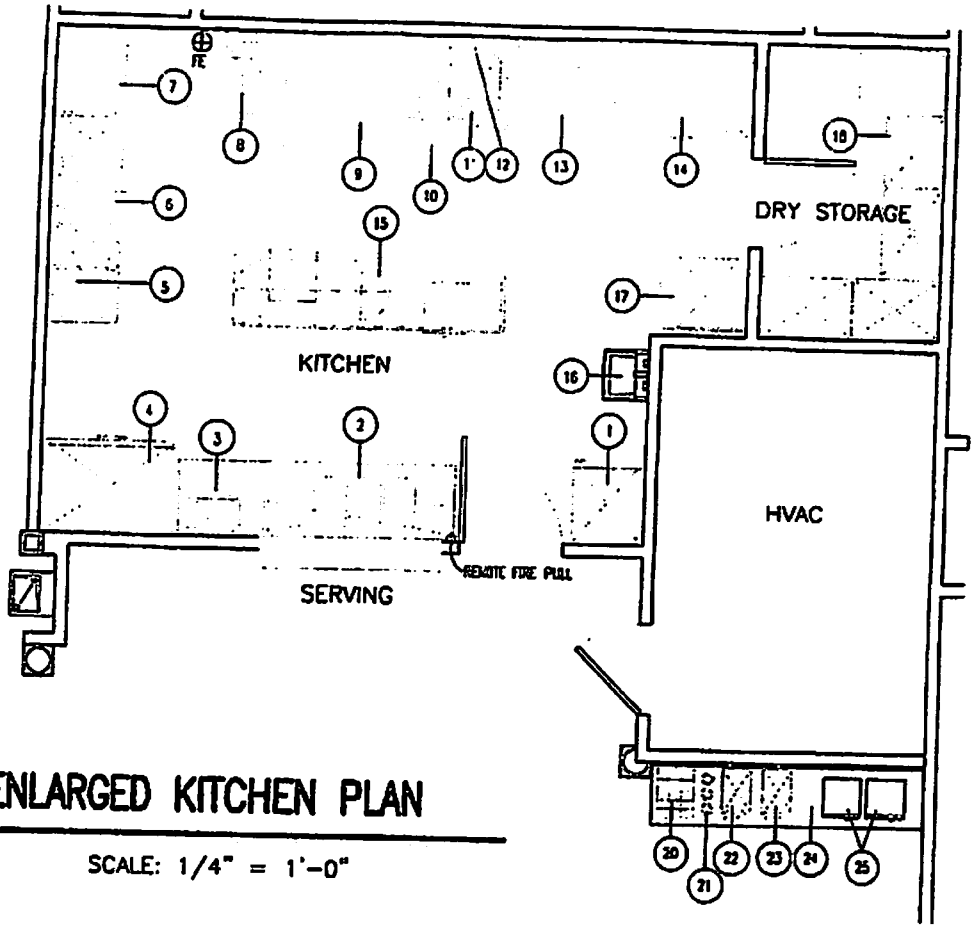
In addition, hot / cold beverages will be made available 24 hours during activation.

2. Prices and Pricing Structure: (maximum charge)

Management, supervisions, and related labor cost.
Raw food cost and supplies
Snacks, Salad, Other related food items
Advance notice 24 hours prior to activation
Total cost per meal per person not to exceed $12.00
Average meal cost ($ 6.00 to $11.00)

3. Meal Count Process: Each person inside the Emergency Operations Center has been issued a security pass card providing them access to areas within the Emergency Operations Center. This security card is also used to track meal distribution by requiring each person receiving a meal to swipe their ID badge on the security card reader at the kitchen serving window before receiving a meal. It is this action that will verify the numbers being served at each meal. It is the food contractor's responsibility to monitor the swiping of the security cards to make sure the each person is being counted and an accurate meal count is provided.

4. Facility Kitchen Site Plan:

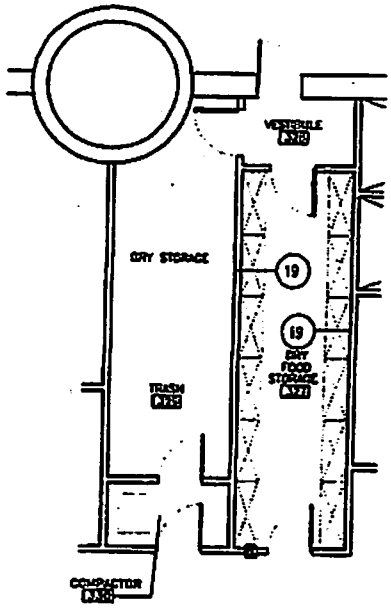


ENLARGED KITCHEN PLAN

SCALE: 1/4" = 1'-0"

KITCHEN EQUIPMENT SCHEDULE (N.I.C.)

No.	ITEM	MANUFACTURER
1	HEATED CABINET	EPCO- FUTURE
2	SERVING COUNTER	LOWTEMP
3	MICROWAVE OVEN AND SHELF	PANASONIC
4	REFRIGERATOR	HOBART
5	WALL MOUNT POT RACK	LOWTEMP
6	POT AND PAN SINK	LOWTEMP
7	DISHWASHER	HOBART- FUTURE
8	FRYER WITH VENTLESS HOOD	GLES-FUTURE
9	RANGE	VULCAN
10	VENTLESS HOOD	GLES
11	STEAMER	CROWN
12	FIRE CONTROL SYSTEM	ANSUL
13	DOUBLE CONVECTION OVEN	BLODGETT-ONE OVEN FUTURE
14	FREEZER	HOBART
15	PREP. TABLE WITH UNTEXSIL RACK	HOBART
16	HAND SINK	ADVANCE/TABCO
17	ICE MACHINE AND BIN	MANITOWOC
18	STORAGE SHELVING	INTERMETRO
19	STORAGE SHELVING	INTERMETRO
20	CONDIMENT CADDY	BY BEVERAGE CO.
21	CUP DISPENSERS	BY BEVERAGE CO.
22	COFFEE MACH. REGULAR	BY BEVERAGE CO.
23	COFFEE MACH. DECAF.	BY BEVERAGE CO.
		EE SPECIALTIES
24	SERVICE COUNTER	SEE MILLWORK
25	DOMESTIC MICROWAVE OVENS	S



FOOD/TRASH STORAGE PLAN

SCALE: 1/8" = 1'-0"

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

April 14, 2015

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Food Services at Emergency Operations Center**
Specification Number PD 14-15.045

Bidders:

This Addendum #1 for the following:

Please Remove and replace Exhibit A - Scope of Work

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe F. Pillitary J

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____
COMPANY:
JP/lk

EXHIBIT A

1. **Scope of Work:**

The Contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise described herein) and shall establish and operate the food service facility for the purpose of dispensing food, non-alcoholic beverages and other such items as may be authorized by the Resource Officer (RO), in accordance with all items and conditions specified herein. Service shall be prompt, efficient and courteous and avoid undue interference with the operation of the building in which services are provided. The assignment of work will be on as as needed basis and will be consistent with the requirements delineated in the scope of work. The extended work hours noted during an emergency and disaster events may require 24 hours per day coverage for several days.

a. **Description of Services:** The Contract will be required to provide food services, janitorial, trash removal, and cleaning/maintenance on County owned equipment in said food service areas of the Escambia County Public Safety facility. In addition, the Contractor will be responsible for obtaining all permits, licenses, and approvals to operate the facility. The variety, menu and appearance of food shall be consistent with approved food service industry standards for comparable local food facilities. The Contractor shall demonstrate innovative methods in keeping with the best industry standards.

b. **Hours of Operations**: Food services shall be provided on as needed basis.

Breakfast	6:00 a.m. to 8:00 a.m.
Lunch	11:00 a.m. to 1:00 p.m.
Dinner	6:00 p.m. to 8:00 p.m.
Late Shift	11:00 p.m. to 1:00 a.m.

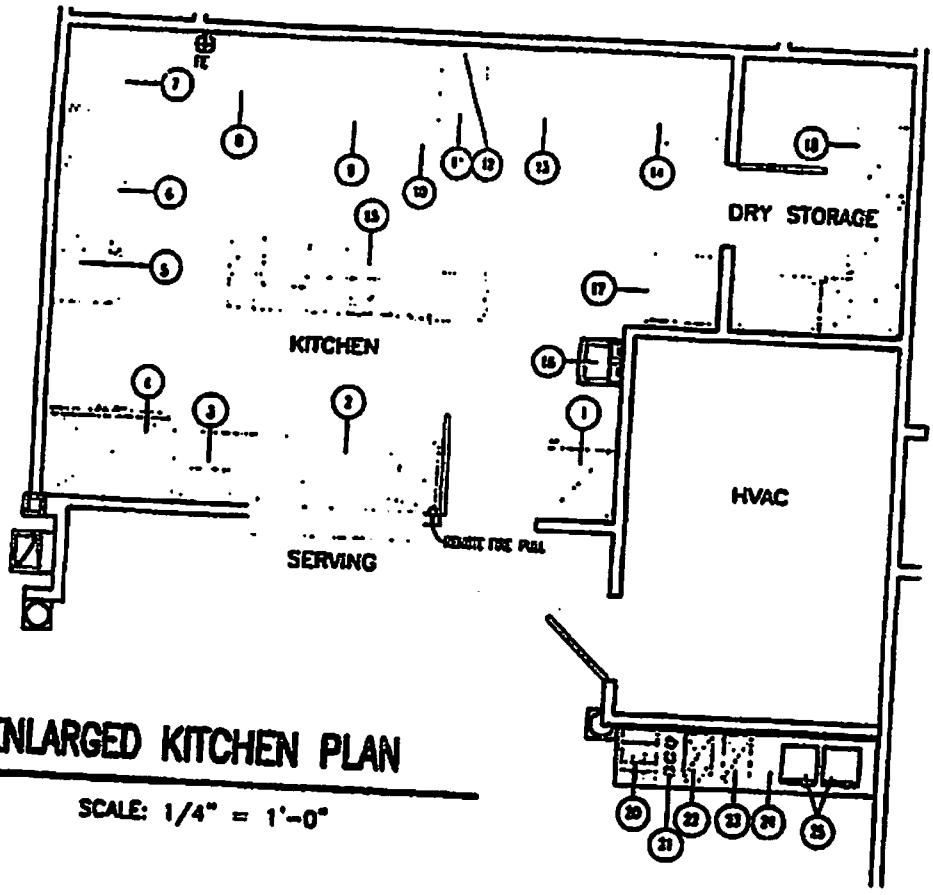
In addition, hot / cold beverages will be made available 24 hours during activation.

2. **Prices and Pricing Structure**: (maximum charge)
   Management, supervisions, and related labor cost.
   Raw food cost and supplies
   Snacks, Salad, Other related food items
   Advance notice 24 hours prior to activation
   Total cost per meal per person not to exceed $12.00
   Average meal cost ($ 6.00 to $11.00)

3. **Meal Count Process:** Each person inside the Emergency Operations Center has been issued a security pass card providing them access to areas within the Emergency Operations Center. This security card is also used to track meal distribution by requiring each person receiving a meal to swipe their ID badge on the security card reader at the kitchen serving window before receiving a meal. It is this action that will verify the numbers being served at each meal. It is the food contractor's responsibility to monitor the swiping of the security cards to make sure the each person is being counted and an accurate meal count is provided.

4. **Facility Kitchen Site Plan:**
   See attached

5. **Box Meal Deliveries:**
   In case where meal(s) require delivery outside of EOC, the County agrees to pay the cost per meal plus mileage at the IRS/rate.

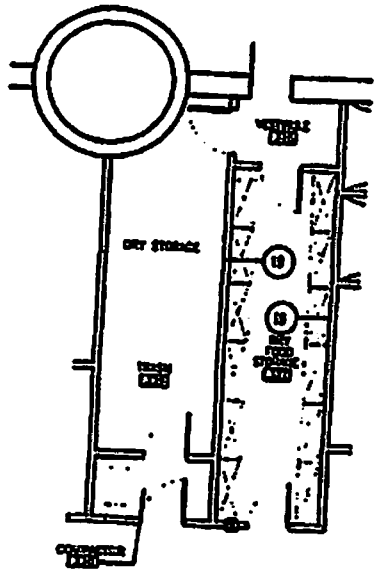


ENLARGED KITCHEN PLAN

SCALE: 1/4" = 1'-0"

KITCHEN EQUIPMENT SCHEDULE (N.I.C.)

No.	ITEM	MANUFACTURER
1	HEATED CABINET	[illegible]
2	SERVING COUNTER	[illegible]
3	MICROWAVE OVEN AND SHELF	[illegible]
4	REFRIGERATOR	[illegible]
5	WALL MOUNT POT RACK	[illegible]
6	POT AND PAN SINK	[illegible]
7	DISHWASHER	[illegible]
8	FRYER WITH VENTLESS HOOD	[illegible]
9	RANGE	[illegible]
10	VENTLESS HOOD	[illegible]
11	STEAMER	[illegible]
12	FIRE CONTROL SYSTEM	[illegible]
13	DOUBLE CONVECTION OVEN	[illegible]
14	FREEZER	[illegible]
15	PREP. TABLE WITH REFRIGERATED RACK	[illegible]
16	HAND SINK	[illegible]
17	ICE MACHINE AND BIN	[illegible]
18	STORAGE SHELVING	[illegible]
19	STORAGE SHELVING	[illegible]
20	CONDIMENT CADDY	[illegible]
21	CUP DISPENSERS	BY BEVERAGE CO.
22	COFFEE MACH. REGULAR	BY BEVERAGE CO.
23	COFFEE MACH. DECAF.	BY BEVERAGE CO.
		BY BEVERAGE CO.
		ICE SPECIALISTS
24	SERVICE COUNTER	SEE MILLWORK
25	DOMESTIC MICROWAVE OVENS	2



FOOD/TRASH STORAGE PLAN

SCALE: 1/8" = 1'-0"

BID FORM
Specification Number PD 14-15.045
FOOD SERVICES AT EMERGENCY OPERATIONS CENTER

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 04/22/2015

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Services at Emergency Operations Center as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following Costs Per Meal & Percentage Markup for Costs of Snacks:

Breakfast $ 8.00 Per Meal
Lunch $ 8.00 Per Meal
Dinner $ 8.00 Per Meal
Snack Items + 33 % markup over cost

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 04/15/15 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number Applied For

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. Applied For

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days ✓ 2% 10th Prox ___

Will your company accept Escambia County Purchasing Cards? Yes ✓ No ___.

Will your company accept Escambia County Direct Payment Vouchers? Yes ✓ No ___.

County Permits/Fees required for this project:

Permit	Cost
Corporate Fees	
County License	

Bidder: TCSS Logistics, INC
By: Antonio D Lee
Signature: Antonio D. Lee
Title: V. President
Address: 502 Salem DR
Pensacola, FL 32514

Person to contact concerning this bid:
Antonio D Lee
Phone/Toll Free/Fax # 850-221-5664

E-Mail Address: Salem502@aol.com
Home Page Address: _____

Person to contact for emergency service:
Antonio D Lee
Phone/Cell/Pager #: 850 221-5664

Person to contact for disaster service:
Antonio D Lee
Home Address: 502 Salem DR.
Pensacola, FL 32514
Home Phone/Cell/Pager #: 850 221 5664

EXHIBIT
B

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Food Services at Emergency Operations Center** **ITB# PD 14-15.045**					
Bid Opening Time: 3:00 p.m. CDT **Bid Opening Date: 4/22/2015** **Opening Location: Rm. 11.407** **NAME OF BIDDER**	**Cover Sheet/ Acknowl.**	**Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes**	**Drug-Free Workplace Form**	**Info Sheet for Trans. & Convey. Corp. ID**	**Addendum 1**	**Total**
TCSS Logistics, Inc.	Yes	Yes	Yes	Yes	Yes	$8/per meal Snack – Cost +33%
BIDS OPENED BY:	**Joe Pillitary, CPPO, CPPB, Purchasing Coordinator**					**DATE: April 22, 2015**
BIDS WITNESSED BY:	**Lori Kistler, SOSA**					**DATE: April 22, 2015**
BIDS TABULATED BY:	**Lori Kistler, SOSA**					**DATE: April 22, 2015**

CAR **BOCC**
DATE 5/21/2015 **DATE 5/21/2015**

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to TCSS Logistics, Inc. in the amount of $8.00 per meal, breakfast, lunch and dinner. Snacks Cost plus 33%.**

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 4/24/2015 @ 11:00a.m. CDT **JP/lk**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8183 **County Administrator's Report** **12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Lake Stone Campground Facility Management Agreement
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204 = $11,400, paid via 12 monthly installments of $950]

BACKGROUND:

The Lake Stone Campground is located at 801 W. Highway 4, Century, Florida. Since the inception of the Lake Stone Campground, the BCC has entered into an Agreement for onsite caretaker/management services at the facility. The current caretaker, Dennis Cole, has managed the Lake Stone Facility since June 2013.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204 = $11,400, paid via 12 monthly installments of $950 with housing and utilities provided]
Funding is currently allocated in the FY 14/15 budget, (Fund 001, Cost Center 350204), and will be budgeted in FY 15/16.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement for caretaker/management services at Lake Stone Campground.

Attachments

Dennis Cole Agreement

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

THIS AGREEMENT is made and entered into this 1st day of June, 2015 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Dennis Keith Cole, as an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the County and Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on June 1, 2015, and shall be for a period of one (1) year ending on May 31, 2016, unless earlier terminated in accordance with paragraph 8. This Agreement may be extended for an additional term of one (1) year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the Agreement.

Unless otherwise agreed to by the parties, the Contractor shall vacate the premises immediately upon the expiration date of the Agreement. Contractor shall forfeit ownership of any items that remain on the premises.

3. Scope of Work. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:

A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.

B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be

retained by the Contractor as part of his compensation package.

C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with the terms of this Agreement. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.

D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.

E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.

F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.

4. Compensation. In exchange for the provision of the scope of work pursuant to this agreement, County shall pay Contractor an annual management fee in the amount of $11,400.00 with payments made in twelve (12) equal monthly installments of $950.00. Contractor shall also receive 100% of all concession sales at Lake Stone Campground.

As non-monetary compensation valued in the amount of $1,200.00, County shall provide Contractor with a caretaker dwelling on the premises with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls.

5. County's Responsibilities. The County shall furnish the following items and services for the operation of Lake Stone Campground:

A. All utility services used in the operation of the campground facilities.

B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.

C. Garbage dumpster service for the campground.

D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.

E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises.

F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.

G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.

H. A power mower for maintenance of the campground.

6. Records. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

7. Insurance. The Contractor shall provide the following insurance coverage:

A. Commercial general liability insurance with $1,000,000.00 limits per occurrence/$2,000,000.00 aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations.

B. Personal Auto Insurance with $300,000.00 combined single limits, on all personal vehicles that will be operating on County premises.

C. Renters Insurance, Form HO-4 with minimum limits of $50,000.00. The required limit is a minimum amount. Consideration should be taken to ensure the coverage limit purchased is adequate to sufficiently protect the Caretaker's personal property in the event of a covered loss. Renters Insurance does not protect from loss by FLOOD. Optional Flood insurance must be purchased separately to insure against loss caused by FLOOD.

D. The Board of County Commissioners and Escambia County shall be named as an "additional insured" on all liability policies. All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

E. Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

8. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid compensation for services performed through the termination date. 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 Agreement is terminated by the Contractor or the County for convenience, the Contractor shall vacate the premises on or before the expiration of the thirty (30) day notice period. If the Agreement is terminated for cause by the County, the Contractor shall be required to vacate the premises immediately. Contractor shall forfeit ownership of any items that remain on the premises.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Compliance with Laws. The Contractor 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 Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Subcontractors. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

13. Contract Administrator. It is recognized that questions in the day-to-day conduct of the Agreement will arise. The Contract Administrator, upon request by the Contractor, shall

designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Agreement shall be addressed.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State or Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor 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 Contractor seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

16. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. 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.

18. 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 Contractor 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 Contractor 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.

19. 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.

20. 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.

21. No Waiver. The failure of the Contractor 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.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Jack R. Brown, County Administrator

Date:_____

WITNESS:_____

WITNESS:_____

CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida.

By: Dennis Keith Cole

Date: 5 May 2015

WITNESS: Michael Poole

WITNESS: Adam Reed

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/8/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8127 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Traffic Signal Maintenance and Compensation Agreement
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement:

A. Approve the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of $477,280, for FDOT's 2015-2016 Fiscal Year (July 1, 2015, through June 30, 2016) to compensate the County for maintenance of traffic signals;

B. Adopt and Authorize the Chairman to sign a Resolution authorizing execution of the Agreement;

C. Establish three new positions; one Engineering Specialist and two Engineering Technicians, to be funded with monies from this Agreement, and to enable Escambia County to fulfill the requirements of the Agreement; and

D. Authorize the hiring of one Engineering Specialist and one Engineering Technician and either an additional Engineering Technician or the purchase of a vehicle for signal maintenance.

BACKGROUND:

Since 2002, Escambia County has functioned as the Maintaining Agency for the FDOT's signals throughout our County. This relationship is a very beneficial initiative for the County and the State. The State has, through the County, a local presence and immediate response maintenance. The County has benefited by having a measure of control over the signals to best address the transportation needs of Escambia County

Citizens. Also, the partnership encourages FDOT to move forward with other project initiatives within our area. One example is the new Intelligent Transportation System (ITS)/Advanced Traffic Management System (ATMS) Traffic Management Center (TMC) station installed at the Central Office Complex (COC) building, the miles of fiber installation to connect State, City, and County TMC's and the nine plus intersection improvements from which our area will benefit. This is only Phase One. State funding has provided operation and maintenance funds for only State System portions of an intersection (i.e. where a State road intersects a County Road, the State would only fund 50% of the operation and maintenance of that intersection).

This new contract will now include the FDOT funding the entirety of an intersection where they used to fund only a portion (see example above). This will also include funding for the operation and maintenance of the school beacons on the State system, which the State never funded before. The additional dollars provided by this new contract will allow the County to hire two or three new Signal Maintenance Employees (One Engineering Specialist and One or Two Engineering Technicians and/or a signal maintenance vehicle). These employees are needed to address the additional requirements of the new contract; Sunshine One signal utility locates, reporting, and preventative maintenance. These positions will be tied directly to the dollars from the FDOT. If the contract is canceled, the positions would be terminated as well. Currently Escambia County has two Signal Maintenance Technicians (one Engineering Specialist and one Engineering Technician), for the entirety of our County.
The National Transportation Operations Coalition – Executive Summary, U.S. Department of Transportation, Federal Highway Administration, ITS America, ITE Institute of Transportation Engineers sites, as an example, a city with a population of 200,000 with approximately 200 signals would need a staff of four to seven traffic signal technicians for maintenance, plus one Signal Engineer devoted solely to signal timing. Through a Joint Participation Agreement (JPA) the County has recently hired Dyer, Riddle, Mills & Precourt, Inc. (DRMP) to function in the Signal Engineer position.

This type of agreement is typical across the State of Florida. Currently there are 56 maintaining agencies within FDOT district three alone, of which Escambia County is one.

The following is the total number of traffic signals, intersection control beacons and school/warning beacons per jurisdiction:
County/County = 106 locations not funded
State/County = 111 locations, funded 100%
State = 102 locations, funded 100%
Total: 319

BUDGETARY IMPACT:

There will be no additional expenses for the County. If the County enters into this Agreement, the FDOT will pay the County a lump sum amount of $477,280 which will cover three positions, capital purchases and operating expenses.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

The work required under this Agreement will require the addition of one Engineering Specialist and one Engineering Specialist and either an additional Engineering Technician or a signal maintenance vehicle. These positions will be funded by a portion of the $477,280. If the Agreement with FDOT ends, the positions would have to be abolished.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, and after execution of the Agreement and Resolution, Traffic staff will transmit the Agreement and a certified copy of the Resolution to the FDOT for execution by June 2, 2015.

Attachments

Agreement
Resolution
Eng. Specialist Job Spec
Eng. Tech. Job Spec

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. 436739-1-88-01
F.E.I.D. NO. N/A

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, ____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Escambia County, Florida, Board of County Commissioners (BCC) ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under Escambia County BCC to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, $1/12^{th}$ of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby 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 is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such 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."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and 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.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Board of County Commissioners
Escambia County, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Steven Barry

Title: Chairman

Pam Childers, Clerk of the Circuit Court

Attest: _____
Deputy Clerk

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/1/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY _____

Effective Date: from _____ to _____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
							Total Lump Sum Amount*			

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____
Maintaining Agency Date

_____
District Traffic Operations Engineer Date

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 173 (BLUE ANGEL PKWY) @ CR 297(DOG TRACK RD)	Yes	$3,040.00	100.00%	$3,040.00
002	SR 173 (BLUE ANGEL PKWY) @ CR 292A (GULF BEACH HWY)	Yes	$3,040.00	100.00%	$3,040.00
003	SR 173 (BLUE ANGEL PKWY) @ SR 298 (LILLIAN HWY)	Yes	$3,040.00	100.00%	$3,040.00
004	SR 173 (BLUE ANGEL PKWY) @ MULDOON RD	Yes	$3,040.00	100.00%	$3,040.00
005	SR 173 (BLUE ANGEL PKWY) @ CR 296 (SAUFLEY FIELD RD)	Yes	$3,040.00	100.00%	$3,040.00
006	SR 296 (BRENT LN) @ SR 291 (DAVIS HWY)	Yes	$3,040.00	100.00%	$3,040.00
007	SR 296 (BRENT LN) @ I-110 NB ON/OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
008	SR 296 (BRENT LN) @ I-110 SB ON/OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
009	SR 296 (BRENT LN) @ RAWSON LN	Yes	$3,040.00	100.00%	$3,040.00
010	SR 742 (BURGESS RD) @ CR 95A (N PALAFOX ST)	Yes	$3,040.00	100.00%	$3,040.00
011	SR 742 (CREIGHTON RD) @ HILBURN RD	Yes	$3,040.00	100.00%	$3,040.00
012	SR 291 (DAVIS HWY) @ AIRPORT BLVD	Yes	$3,040.00	100.00%	$3,040.00
013	SR 291 (DAVIS HWY) @ BLOODSWORTH LN	Yes	$3,040.00	100.00%	$3,040.00
014	SR 291 (DAVIS HWY) @ SR 742 (BURGESS RD)	Yes	$3,040.00	100.00%	$3,040.00
015	SR 291 (DAVIS HWY) @ CR 498 (COPTER RD)	Yes	$3,040.00	100.00%	$3,040.00
016	SR 291 (DAVIS HWY) @ SR 742 (CREIGHTON RD)	Yes	$3,040.00	100.00%	$3,040.00
017	SR 291 (DAVIS HWY) @ I-10 EB OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
018	SR 291 (DAVIS HWY) @ I-10 WB OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
019	SR 291 (DAVIS HWY) @ JOHNSON AVE	Yes	$3,040.00	100.00%	$3,040.00
020	SR 291 (DAVIS HWY) @ KLINGER ST	Yes	$3,040.00	100.00%	$3,040.00
021	SR 291 (DAVIS HWY) @ NORTHCROSS LN	Yes	$3,040.00	100.00%	$3,040.00
022	SR 291 (DAVIS HWY) @ OLIVE RD	Yes	$3,040.00	100.00%	$3,040.00
023	SR 10 (DAVIS HWY) @ SR 10A (SCENIC HWY)	Yes	$3,040.00	100.00%	$3,040.00
024	SR 291 (DAVIS HWY) @ UNIVERSITY PKWY	Yes	$3,040.00	100.00%	$3,040.00
025	SR 291 (MLK DR) @ SR 752 (TEXAR DR)	Yes	$3,040.00	100.00%	$3,040.00
026	SR 10 (DAVIS HWY) @ ROCKWOOD RD/CAMPUS	Yes	$3,040.00	100.00%	$3,040.00
027	SR 727 (FAIRFIELD DR) @ 61ST AVE	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
028	SR 295 (FAIRFIELD DR) @ HOLLYWOOD DR	Yes	$3,040.00	100.00%	$3,040.00
029	SR 727 (FAIRFIELD DR) @ CR 298A (JACKSON	Yes	$3,040.00	100.00%	$3,040.00
030	SR 295 (FAIRFIELD DR) @ L ST	Yes	$3,040.00	100.00%	$3,040.00
031	SR 727 (FAIRFIELD DR) @ SR 298 (LILLIAN HWY)	Yes	$3,040.00	100.00%	$3,040.00
032	SR 292 (PACE) @ SR 295 (FAIRFIELD DR)	Yes	$3,040.00	100.00%	$3,040.00
033	SR 295 (FAIRFIELD DR) @ SR 95 (PALAFOX HWY) (US 29)	Yes	$3,040.00	100.00%	$3,040.00
034	SR 727 (FAIRFIELD DR) @ PATRICIA DR/72ND AVE	Yes	$3,040.00	100.00%	$3,040.00
035	SR 295 (FAIRFIELD DR) @ SR 752 (TEXAR DR)	Yes	$3,040.00	100.00%	$3,040.00
036	SR 295 (FAIRFIELD DR) @ CR 453 (W ST)	Yes	$3,040.00	100.00%	$3,040.00
037	SR 727 (FAIRFIELD DR) @ SR 292 (GULF BEACH HWY)	Yes	$3,040.00	100.00%	$3,040.00
038	SR 298 (LILLIAN HWY) @ 57TH AVE	Yes	$3,040.00	100.00%	$3,040.00
039	SR 298 (LILLIAN HWY) @ 65TH AVE	Yes	$3,040.00	100.00%	$3,040.00
040	SR 298 (LILLIAN HWY) @ 69TH AVE	Yes	$3,040.00	100.00%	$3,040.00
041	SR 296 (MICHIGAN AVE) @ MEMPHIS AVE	Yes	$3,040.00	100.00%	$3,040.00
042	SR 10A (MOBILE HWY) @ CR 453 (W ST)	Yes	$3,040.00	100.00%	$3,040.00
043	SR 10A (MOBILE HWY) @ BELLVIEW AVE	Yes	$3,040.00	100.00%	$3,040.00
044	SR 10A (MOBILE HWY) @ SR 173 (BLUE ANGEL PKWY)	Yes	$3,040.00	100.00%	$3,040.00
045	SR 10A (MOBILE HWY) @ CHEROKEE TR	Yes	$3,040.00	100.00%	$3,040.00
046	SR 10A (MOBILE HWY) @ EDISON DR	Yes	$3,040.00	100.00%	$3,040.00
047	SR 10A (MOBILE HWY) @ SR 727 (FAIRFIELD DR)	Yes	$3,040.00	100.00%	$3,040.00
048	SR 10A (MOBILE HWY) @ GREEN ST	Yes	$3,040.00	100.00%	$3,040.00
049	SR 10A (MOBILE HWY) @ MARLANE DR	Yes	$3,040.00	100.00%	$3,040.00
050	SR 10A (MOBILE HWY) @ MASSACHUSETTS AVE	Yes	$3,040.00	100.00%	$3,040.00
051	SR 10A (MOBILE HWY) @ SR 295 (NEW WARRINGTON RD)	Yes	$3,040.00	100.00%	$3,040.00
052	SR 10A (MOBILE HWY) @ SR 297 (PINE FOREST RD)	Yes	$3,040.00	100.00%	$3,040.00
053	SR 295 (NAVY BLVD) @ SR 292 (GULF BCH HWY)	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
054	SR 295 (NEW WARRINGTON RD) @ SR 30 (N. NAVY BLVD/DEWITT RD)	Yes	$3,040.00	100.00%	$3,040.00
055	SR 295 (NAVY BLVD) @ SUNSET DR	Yes	$3,040.00	100.00%	$3,040.00
056	SR 295 (NAVY BLVD) @ SR 30 (US 98) /SR 298B (DOC FARIN DR)	Yes	$3,040.00	100.00%	$3,040.00
057	SR 295 (NAVY BLVD) @ WARRINGTON VILLAGE/SOUTHGATE	Yes	$3,040.00	100.00%	$3,040.00
058	SR 295 (NAVY BLVD) @ WINTHROP AVE	Yes	$3,040.00	100.00%	$3,040.00
059	SR 30 (NAVY BLVD) @ CHIEF'S WAY	Yes	$3,040.00	100.00%	$3,040.00
060	SR 30 (NAVY BLVD) @ CR 295A (OLD CORRY FIELD RD)	Yes	$3,040.00	100.00%	$3,040.00
061	SR 295 (NEW WARRINGTON) @ SR 294 (CHIEF'S WAY)	Yes	$3,040.00	100.00%	$3,040.00
062	SR 295 (NEW WARRINGTON) @ CR 298A (JACKSON ST)	Yes	$3,040.00	100.00%	$3,040.00
063	SR 295 (NEW WARRINGTON) @ SR 298 (LILLIAN HWY)	Yes	$3,040.00	100.00%	$3,040.00
064	SR 10 (9 MILE RD) @ BALDRIDGE DR	Yes	$3,040.00	100.00%	$3,040.00
065	SR 10 (9 MILE RD) @ CHEMSTRAND RD (CR 749)	Yes	$3,040.00	100.00%	$3,040.00
066	SR 10 (9 MILE RD) @ GUIDY LN	Yes	$3,040.00	100.00%	$3,040.00
067	SR 10 (9 MILE RD) @ HOLSBERRY RD	Yes	$3,040.00	100.00%	$3,040.00
068	SR 10 (9 MILE RD) @ CR 95A (PALAFOX ST)	Yes	$3,040.00	100.00%	$3,040.00
069	SR 10 (9 MILE RD) @ SR 297/CR 297 (PINE FOREST RD)	Yes	$3,040.00	100.00%	$3,040.00
070	SR 10 (9 MILE RD) @ UNIVERSITY PKWY	Yes	$3,040.00	100.00%	$3,040.00
071	SR 10 (9 MILE RD) @ SR 95 (HWY 29 SB ON RAMP)	Yes	$3,040.00	100.00%	$3,040.00
072	SR 289 (9TH AVE) @ LANGLEY AVE	Yes	$3,040.00	100.00%	$3,040.00
073	SR 289 (9TH AVE) @ TIPPIN AVE	Yes	$3,040.00	100.00%	$3,040.00
074	SR 289 (9TH AVE) @ OLIVE RD	Yes	$3,040.00	100.00%	$3,040.00
076	SR 292 (PACE BLVD) @ HERMAN RD	Yes	$3,040.00	100.00%	$3,040.00
077	SR 292 (PACE BLVD) @ JORDAN ST	Yes	$3,040.00	100.00%	$3,040.00
078	SR 292 (PACE BLVD) @ MARY AVE	Yes	$3,040.00	100.00%	$3,040.00
079	SR 95 (PALAFOX) @ SR 296 (BRENT LN/BEVERLY PKWY)	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY ***CONTRACT #:***

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
080	SR 95 (PALAFOX) @ LEONARD ST/CROSS ST	Yes	$3,040.00	100.00%	$3,040.00
081	SR 95 (PENSACOLA BLVD) @ CR 453 (W ST)	Yes	$3,040.00	100.00%	$3,040.00
082	SR 95 (PENSACOLA BLVD) @ TEN MILE RD	Yes	$3,040.00	100.00%	$3,040.00
083	SR 95 (PENSACOLA BLVD) @ TATE SCHOOL RD	Yes	$3,040.00	100.00%	$3,040.00
084	SR 95 (PENSACOLA BLVD) @ STUMPFIELD RD/MARCUS POINT BLVD	Yes	$3,040.00	100.00%	$3,040.00
085	SR 95 (PENSACOLA BLVD) @ PINESTEAD RD	Yes	$3,040.00	100.00%	$3,040.00
086	SR 95 (HWY 29) @ HWY 95A (MORRIS AVE)	Yes	$3,040.00	100.00%	$3,040.00
087	SR 95 (HWY 29) @ CR 749 (OLD CHEMSTRAND)	Yes	$3,040.00	100.00%	$3,040.00
088	SR 95 (HWY 29) @ CR 184 (BECK'S LAKE RD)	Yes	$3,040.00	100.00%	$3,040.00
089	SR 95 (HWY 29) @ KINGSFIELD RD	Yes	$3,040.00	100.00%	$3,040.00
090	SR 95 (HWY 29) @ INDUSTRIAL BLVD	Yes	$3,040.00	100.00%	$3,040.00
091	SR 95 (HWY 29) @ HOOD DR	Yes	$3,040.00	100.00%	$3,040.00
092	SR 95 (HWY 29) @ DIAMOND DAIRY RD	Yes	$3,040.00	100.00%	$3,040.00
093	SR 95 (HWY 29) @ DETROIT BLVD	Yes	$3,040.00	100.00%	$3,040.00
094	SR 742 (CREIGHTON RD) @ SPANISH TRAIL	Yes	$3,040.00	100.00%	$3,040.00
095	SR 95 (HWY 29) @ SR 742 (BURGESS RD)	Yes	$3,040.00	100.00%	$3,040.00
096	SR 95 (HWY 29) @ BROAD ST	Yes	$3,040.00	100.00%	$3,040.00
097	SR 95 (HWY 29) @ AIRPORT BLVD	Yes	$3,040.00	100.00%	$3,040.00
098	SR 95 (HWY 29) @ SR 752 (TEXAR DR)	Yes	$3,040.00	100.00%	$3,040.00
099	SR 297 (PINE FOREST RD) @ SR 173 (BLUE ANGEL PKWY/LONGLEAF DR)	Yes	$3,040.00	100.00%	$3,040.00
100	SR 297 (PINE FOREST RD) @ SR 8 (I-10 WB OFF RAMP)	Yes	$3,040.00	100.00%	$3,040.00
101	SR 294 (CHIEFS WAY) @ CR 295A (OLD CORRY FIELD RD)	Yes	$3,040.00	100.00%	$3,040.00
102	SR 95 (HWY 29) @ CR 297 (WEST ROBERTS RD)	Yes	$3,040.00	100.00%	$3,040.00
103	SR 742 (BURGESS RD) @ HILLBURN RD	Yes	$3,040.00	100.00%	$3,040.00
104	SR 30 (HWY 98 OR DOC FARIN DR) @ 72ND AVE	Yes	$3,040.00	100.00%	$3,040.00
105	SR 30 (HWY 98 OR DOC FARIN DR) @ 61ST AVE	Yes	$3,040.00	100.00%	$3,040.00
106	SR 10A (MOBILE HWY) @ SR 296 (MICHIGAN AVE/SAUFLEY FIELD ROAD)	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
107	SR 30 (HWY 98) @ CR 297 (DOG TRACK RD)	Yes	$3,040.00	100.00%	$3,040.00
108	SR 30 (HWY 98) @ NAVY HOSPITAL/MAINGATE ENT.	Yes	$3,040.00	100.00%	$3,040.00
109	SR 30 (HWY 98) @ NAVY EXCHANGE/PENSACOLA JR COLLEGE	Yes	$3,040.00	100.00%	$3,040.00
110	SR 30 (HWY 98) @ SR 173 (BLUE ANGEL PKWY)	Yes	$3,040.00	100.00%	$3,040.00
111	SR 30 (U.S. 98) @ SR 727 (FAIRFIELD DR)	Yes	$3,040.00	100.00%	$3,040.00
112	SR 30 (HWY 98) @ CR 293 (BAUER RD)	Yes	$3,040.00	100.00%	$3,040.00
113	SR 752 (TEXAR DR) @ CR 443 (E ST)	Yes	$3,040.00	100.00%	$3,040.00
114	SR 292 (PERDIDO KEY DR) @ CR 292A (GULF BEACH HWY)	Yes	$3,040.00	100.00%	$3,040.00
115	SR 292 (SORRENTO RD) @ SR 173 (BLUE ANGEL PKWY)	Yes	$3,040.00	100.00%	$3,040.00
116	SR 292 (SORRENTO RD) @ CR 293 (BAUER RD)	Yes	$3,040.00	100.00%	$3,040.00
117	SR 10A (US 90 OR SCENIC HWY) @ SR 290 (OLIVE RD)	Yes	$3,040.00	100.00%	$3,040.00
118	SR 10A (SCENIC HWY) @ I-10 EB ON/OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
119	SR 297 (PINE FOREST RD) @ WILDELAKE BLVD	Yes	$3,040.00	100.00%	$3,040.00
120	SR 295 (FAIRFIELD DR) @ RUBY AVE	Yes	$3,040.00	100.00%	$3,040.00
121	SR 95 (PALAFOX ST) @ SR 292 (PACE BLVD/MASSACHUSSETTS AVE)	Yes	$3,040.00	100.00%	$3,040.00
122	SR 292 (BARRANCAS AVE) @ CR 295 (OLD CORRY FIELD RD/LIVE OAK AVE)	Yes	$3,040.00	100.00%	$3,040.00
123	SR 292 (BARRANCAS AVE) @ SECOND ST	Yes	$3,040.00	100.00%	$3,040.00
124	SR 296 (BEVERLY PKWY) @ CR 453 (W ST)	Yes	$3,040.00	100.00%	$3,040.00
125	SR 291 (DAVIS HWY) @ SR 752 (TEXAR DR)	Yes	$3,040.00	100.00%	$3,040.00
126	SR 727 (FAIRFIELD DR) @ SOUTH DAKOTA ST (LOWE'S)	Yes	$3,040.00	100.00%	$3,040.00
127	SR 10A (US 90) @ I-10 WB ON/OFF RAMP	Yes	$3,040.00	100.00%	$3,040.00
128	SR 296 (BRENT LN) @ PENSACOLA CHRISTIAN COLLEGE	Yes	$3,040.00	100.00%	$3,040.00
129	SR 10A (US 90 OR MOBILE HWY) @ SHOEMAKER ST	Yes	$3,040.00	100.00%	$3,040.00
130	SR 10A (US 90 OR 9 MILE RD) @ FOWLER AVE (HOME DEPOT)	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY ***CONTRACT #:***

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
131	SR 97 (ATMORE HWY) @ CR 99A (ARTHUR BROWN RD) FB	Yes	$760.00	100.00%	$760.00
132	SR 296 (MICHIGAN AVE) @ CLIFTON AVE	Yes	$3,040.00	100.00%	$3,040.00
133	SR 297 (PINE FOREST RD) @ SR 8 (I-10 EB OFF RAMP)	Yes	$3,040.00	100.00%	$3,040.00
135	SR 30 (US 98) @ VA HOSP (JACC)	Yes	$3,040.00	100.00%	$3,040.00
136	SR 296 (MICHIGAN AVE) @ SOUTH GULF MANOR	Yes	$3,040.00	100.00%	$3,040.00
137	SR 10A (US 90/NINE MILE RD) @ HUMMINGBIRD	Yes	$3,040.00	100.00%	$3,040.00
138	SR 10A (US/90NINE MILE RD) @ BEULAH RD	Yes	$3,040.00	100.00%	$3,040.00
139	SR 10A (US 90/NINE MILE RD) @ HERITAGE TRAIL	Yes	$3,040.00	100.00%	$3,040.00
140	SR 10A (US90/NINE MILE RD) @ SR 95 (US 29) NB Off Ramp	Yes	$3,040.00	100.00%	$3,040.00
141	SR 10A (US 90/NINE MILE RD) @ SR 10A (MOBILE HWY) FB	Yes	$760.00	100.00%	$760.00
142	SR 95 (US 29) @ SR 97 (ATMORE HWY) FB	Yes	$760.00	100.00%	$760.00
143	SR 95 (US 29) @ CR 182 (MOLINO CROSSROADS) FB	Yes	$760.00	100.00%	$760.00
144	SR 10A (US 90/NINE MILE RD) @ COPTER RD	Yes	$3,040.00	100.00%	$3,040.00
145	SR 8A (I-110) NB RAMPS @ SR 750 (AIRPORT BLVD)	Yes	$3,040.00	100.00%	$3,040.00
146	SR 8A (I-110) SB RAMPS @ SR 750 (AIRPORT BLVD)	Yes	$3,040.00	100.00%	$3,040.00
149	SR 292 (SORRENTO RD) @ CR 292A (GULF BEACH HWY) EASTEND	Yes	$3,040.00	100.00%	$3,040.00
150	SR 95 (US 29) @ 9 1/2 MILE RD	Yes	$3,040.00	100.00%	$3,040.00
151	SR 750 (AIRPORT BLVD) @ N PALAFOX	Yes	$3,040.00	100.00%	$3,040.00
152	SR 750 (AIRPORT BLVD) @ HANCOCK DR	Yes	$3,040.00	100.00%	$3,040.00
153	SR 10 (US 90A/NINE MILE RD) @JERNIGAN	Yes	$3,040.00	100.00%	$3,040.00
154	SR 10A (US 90/SCENIC HWY) @ GE PLANT	Yes	$3,040.00	100.00%	$3,040.00
155	SR 10 (US 90/NINE MILE RD) @ SR 8 (I-10 WB OFF RAMP)	Yes	$3,040.00	100.00%	$3,040.00
156	SR 742 (CREIGHTON ROAD) @ PLANTATION ROAD	Yes	$3,040.00	100.00%	$3,040.00
157	SR 298 (LILLIAN HWY) @ MYRTLE GROVE FIRE DEPT	Yes	$1,064.00	100.00%	$1,064.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
158	SR 295 (NAVY BLVD) @ WARRINGTON FIRE DEPT	Yes	$1,064.00	100.00%	$1,064.00
159	SR 297 (PINE FOREST) @ BELLVIEW FIRE DEPT	Yes	$1,064.00	100.00%	$1,064.00
160	SR 95 (US 29/PENSACOLA BLVD) @ ENSLEY FIRE DEPT	Yes	$1,064.00	100.00%	$1,064.00
161	SR 30 (US 98/NAVY BLVD) EAST OF NEW WARRINGTON	Yes	$304.00	100.00%	$304.00
162	SR 292 (PERDIDO KEY) EB @ JOHNSON BCH RD	Yes	$304.00	100.00%	$304.00
163	SR 292 (PERDIDO KEY) WB/EB @ STATE LINE	Yes	$608.00	100.00%	$608.00
166	SR 10 (US 90/SCENIC) @ GE PLANT	Yes	$304.00	100.00%	$304.00
167	SR 95 (US 29) NB RT SIDE @ BYRNEVILLE RD	Yes	$304.00	100.00%	$304.00
168	SR 95 (US 29) NB LT SIDE @ BYRNEVILLE RD	Yes	$304.00	100.00%	$304.00
169	SR 95 (US 29) SB RT SIDE @ BYRNEVILLE RD	Yes	$304.00	100.00%	$304.00
170	SR 95 (US 29) SB LT SIDE @ BYRNEVILLE RD	Yes	$304.00	100.00%	$304.00
171	SR 95 (US 29/PENSACOLA BLVD) NB RT @ KINGSFIELD RD	Yes	$304.00	100.00%	$304.00
172	SR 95 (US 29/PENSACOLA BLVD) NB LT @ KINGSFIELD RD	Yes	$304.00	100.00%	$304.00
173	SR 95 (US 29/PENSACOLA BLVD) SB RT @ KINGSFIELD RD	Yes	$304.00	100.00%	$304.00
174	SR 95 (US 29/PENSACOLA BLVD) SB LT @ KINGSFIELD RD	Yes	$304.00	100.00%	$304.00
175	SR 95 (US 29/PENSACOLA BLVD) SB LT @ MORRIS AVE	Yes	$304.00	100.00%	$304.00
176	SR 95 (US 29/PENSACOLA BLVD) SB RT @ MORRIS AVE	Yes	$304.00	100.00%	$304.00
177	SR 95 (US 29/PENSACOLA BLVD) SB RT @ OLD CHEMSTRAND RD	Yes	$304.00	100.00%	$304.00
178	SR 95 (US 29/PENSACOLA BLVD) SB LT @ OLD CHEMSTRAND RD	Yes	$304.00	100.00%	$304.00
179	SR 95 (US 29/PENSACOLA BLVD) NB RT @ OLD CHEMSTRAND RD	Yes	$304.00	100.00%	$304.00
180	SR 95 (US 29/PENSACOLA BLVD) NB LT @ OLD CHEMSTRAND RD	Yes	$304.00	100.00%	$304.00
181	SR 95 (US 29/PENSACOLA BLVD) NB LT @ TATE SCHOOL RD	Yes	$304.00	100.00%	$304.00
182	SR 95 (US 29/PENSACOLA BLVD) NB RT @ TATE SCHOOL RD	Yes	$304.00	100.00%	$304.00
183	SR 95 (US 29/PENSACOLA BLVD) SB LT @ TATE SCHOOL RD	Yes	$304.00	100.00%	$304.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: ESCAMBIA COUNTY *CONTRACT #:*

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
184	SR 95 (US 29/PENSACOLA BLVD) SB RT @ TATE SCHOOL RD	Yes	$304.00	100.00%	$304.00
185	SR 95 (US 29/PENSACOLA BLVD) NB RT @ WEST ROBERTS RD	Yes	$304.00	100.00%	$304.00
186	SR 95 (US 29/PENSACOLA BLVD) NB LT @ WEST ROBERTS RD	Yes	$304.00	100.00%	$304.00
187	SR 10A (US 90/MOBILE HWY) @ BELLVIEW MIDDLE SCHOOL	Yes	$608.00	100.00%	$608.00
188	SR 291 (DAVIS HWY) @ FERRY PASS NB	Yes	$304.00	100.00%	$304.00
189	SR 291 (DAVIS HWY) @ FERRY PASS NB	Yes	$304.00	100.00%	$304.00
190	SR 291 (DAVIS HWY) @ FERRY PASS SB	Yes	$304.00	100.00%	$304.00
191	SR 295 (NAVY BLVD) @ WARRINGTON ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
192	SR 742 (BURGESS RD) @ WOODHAM MIDDLE SCHOOL	Yes	$608.00	100.00%	$608.00
193	SR 298 (LILLIAN HWY) @ LITTLE FLOWER CATHOLIC SCHOOL	Yes	$608.00	100.00%	$608.00
194	SR 298 (LILLIAN HWY) @ MYRTLE GROVE ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
195	SR 10A (US 90/MOBILE HWY) @ BELLVIEW MIDDLE SCHOOL	Yes	$608.00	100.00%	$608.00
196	SR 10A (US 90/MOBILE HWY) @ BEULAH ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
197	SR 295 (NAVY BLVD) @ ST JOHNS CATHOLIC SCHOOL	Yes	$608.00	100.00%	$608.00
198	SR 295 (NAVY BLVD) @ WARRINGTON ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
199	SR 95 (US 29/PALAFOX) @ BRENTWOOD ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
200	SR 97 (ATMORE HWY) @ERNEST WARD MIDDLE SCHOOL	Yes	$608.00	100.00%	$608.00
201	SR 97 (ATMORE HWY) @ MOLINO PARK ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
202	SR 292 (SORRENTO RD) @ HELLEN CARO ELEM SCHOOL	Yes	$608.00	100.00%	$608.00
203	SR 727 (FAIRFIELD) @ CAPSTONE ACADEMY	Yes	$608.00	100.00%	$608.00
204	SR 10 (US 90 NINE MILE RD) @ NAVY FEDERAL WAY	Yes	$3,040.00	100.00%	$3,040.00

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: **07/01/2015** **06/30/2016**

Maintaining Agency: **ESCAMBIA COUNTY** ***CONTRACT #:***

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount

Grand Total *$477,280.00*

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: $477,280.00

Maintaining Agency **Date**

District Traffic Operations Engineer **Date**

Printed or Typed Name/Title

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as the "FDOT") and Escambia County, Florida, Board of County Commissioners (hereinafter referred to as the "County") have agreed to enter into the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement, FPN 436739-1-88-01 (hereinafter referred to as the "Agreement"); and

WHEREAS, per the terms of the Agreement, the FDOT is prepared to reimburse County for the maintenance and operation of traffic signals in the amount of $477,280.00 per fiscal year; and

WHEREAS, the services enumerated in the Agreement are in the interest of both the FDOT and County and the parties agree that it would be more practical, expeditious and economical for the County to perform these services in accordance with the terms of this Agreement.

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

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

SECTION 2. That the Board hereby supports the proposed Agreement with the FDOT.

SECTION 3. That the Board hereby authorizes the Chairman to execute the Agreement between the FDOT and County.

SECTION 4. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/11/15

Engineering Specialist

Class Code: 703-DBMB23

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY
Established Date: Feb 26, 2007
Revision Date: Feb 26, 2007

SALARY RANGE

$16.63 - $19.13 Hourly
$1,330.40 - $1,530.40 Biweekly
$2,882.53 - $3,315.87 Monthly
$34,590.40 - $39,790.40 Annually

DESCRIPTION:
This class performs skilled technical duties in area of specialty and on specific project, often performing general supervision of the work of Assistant and Technician level project team members.

EXAMPLES OF DUTIES:
Serves as a lead to lower level staff, which includes: prioritizing and assigning work; training staff on work methods and procedures; and/or, performing other related activities.

Retrieves, designs, develops, and reviews plans, maps, improvements, and/or enhancements, coordinating efforts with applicable technical staff; performs related engineering calculations and design associated with projects by providing input, assistance, and recommendations for design projects.

Performs studies and analysis of engineering related issues; gathers field data; prepares recommendations based on findings.

Participates in implementing and monitoring construction projects in assigned area of responsibility; inspects and monitors the work of contractors to ensure compliance with applicable plans, standards, and specifications.

Receives and responds to complaints and/or inquiries from the general public, other governmental agencies, and other internal departments.

Serves as a liaison with private engineers, contractors, and the general public in the discussion and explanation of regulatory requirements, County codes, bid requests, processes, procedures, and/or other related issues.

Prepares cost estimates and quantity take-offs for design projects.

Participates in a variety of meetings related to assigned projects, departmental activities, and/or other related activities.

Participates in creating and/or amending engineering requirements, construction details, standard operating procedures, departmental policies and procedures, and/or other related items.

Performs other duties of a similar nature or level.

Positions assigned to Technical Support may be responsible for:·

Providing technical assistance with computer program issues.

Positions assigned to Traffic may be responsible for:·
Designing traffic control signs, markings, and related items for in-house use;·
Coordinating work orders received for traffic signal repairs;·
Conducting preventive maintenance on traffic signals;·
Writing specifications and assembling contract documents for traffic signal purchases.

TYPICAL QUALIFICATIONS:

Training and Experience (positions in this class typically require):High School Diploma or equivalent (G.E.D.), up to one year of specialized or technical training beyond high school in area of specialty, and three to five years of experience in an engineering technician and/or CADD, or similar position; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require):
Licensing Requirements: ·
Valid driver's license.

Knowledge (position requirements at entry):
Knowledge of:·
Mathematical and statistical principles;·
Customer service principles;· Basic construction principles and practices;·
Database management principles;·
Construction inspection principles and practices;·
Project management principles and practices;·
Research methods;·
Basic engineering principles and practices in assigned area of responsibility.

Skills (position requirements at entry):
Skill in:·
Delegating and prioritizing work;·
Managing projects;·
Managing multiple priorities and deadlines;·
Reading and comprehending drawings, parcel maps, improvement plans, and specifications;·
Conducting research and making sound recommendations based on findings;· Providing customer service;·
Using a computer and related software applications;·
Maintaining databases;·
Estimating project costs;·
Reading and interpreting blueprints, maps, plats, and related documents;·
Operating applicable instruments, hand-held data collectors, levels, and/or other related tools of the trade;·
Performing site inspections·
Interpreting land survey data;·
Performing mathematical calculations;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

ADA REQUIREMENTS:

Physical Requirements:
Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing and repetitive motions.
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.Incumbents may be subjected to moving mechanical parts, electrical currents, dusts, extreme temperatures, intense noises and travel.

Engineering Technician

Class Code: 702-DBMB22

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY
Established Date: Feb 26, 2007
Revision Date: Feb 26, 2007

SALARY RANGE

$14.54 - $16.72 Hourly
$1,163.20 - $1,337.60 Biweekly
$2,520.27 - $2,898.13 Monthly
$30,243.20 - $34,777.60 Annually

DESCRIPTION:

Mandatory Testing Position: Requires Drug Testing

This class performs skilled technical duties in area of specialty, including data gathering, research, plans design and review, cost estimates, inspections, inspections database administration, and technical equipment operation.

EXAMPLES OF DUTIES:

Reviews, tracks, and maintains plan designs, plats, and/or other related legal documents, which may include: evaluating compliance with applicable rules, regulations, ordinances, and/or other related items; issuing permits; preparing plan review comments; estimating project costs; monitoring changes; preparing recommendations based on findings; recording plats with the Clerk of the Court; and/or, performing other related activities.

Responds to requests for information from the general public; investigates complaints; documents and disseminates findings.

Conducts site and plan inspections and research; prepares documents and reports summarizing findings.

Maintains logs and records related to daily activities; maintains databases and files.

Operates a variety of specialized tools and equipment.

Participates in a variety of meetings and development conferences.

Performs routine inspections of equipment to ensure items are in proper working order.

Performs other duties of a similar nature or level.

Positions assigned to CADD may be responsible for:·
Preparing civil engineering drawings and documents for a variety of projects.

Positions assigned to Inspections may be responsible for:·
Monitoring construction projects for sediment control during the construction of permitted developments;·
Conducting final inspections of sites for compliance with storm water drainage plans and site stabilizations;·
Processing inspection photos.

Positions assigned to Surveying may be responsible for:·
Establishing and marking land boundaries;·
Performing location surveys;·
Determining limits of public rights-of-way;·
Setting up GPS equipment;·
Researching property boundaries for legal acquisition purposes.

Positions assigned to Traffic may be responsible for:·
Investigating traffic complaints;·
Reviewing and completing driveway permits;·
Preparing work orders for new and refurbish striping projects;·
Assisting with traffic calming, striping, and signage projects.

Positions assigned to Solid Waste may be responsible for:·
Calculating solid waste acceptance rates and tonnage in places;·
Monitoring construction projects for adherence to project specifications and drawings;·
Surveying during waste placement to determine grade, locate landfill gas collectors and disposal areas for special waste;·
Conducting inspections of landfill cover and stormwater controls to ensure proper operations and maintenance.

TYPICAL QUALIFICATIONS:
Training and Experience (positions in this class typically require):
High School Diploma or equivalent (G.E.D.), up to one year of specialized or technical training beyond high school in area of specialty, and one to three years of experience in construction inspection, environmental engineering, CADD and/or general construction; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require):
Licensing Requirements:
Valid driver's license.
Knowledge (position requirements at entry):
Knowledge of:
Mathematical principles;·
Basic construction principles and practices;
Database management principles;
Construction inspection principles and practices.

Skills (position requirements at entry):
Skill in:
Reading and comprehending drawings, parcel maps, improvement plans, and specifications;
Using a computer and related software applications;
Maintaining databases;
Estimating project costs;
eading and interpreting blueprints, maps, plats, and related documents;
Operating applicable instruments, hand-held data collectors, levels, and/or other related tools of the trade;·
Interpreting land survey data;
Performing mathematical calculations;
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

ADA REQUIREMENTS:
Physical Requirements:
Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing and repetitive motions.
Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.Incumbents

may be subjected to moving mechanical parts, electrical currents, dusts, extreme temperatures, intense noises and travel.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8128 **County Administrator's Report** **12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Acquisition of Property Located At 14000 Perdido Key Drive
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 14000 Perdido Key Drive, from the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 23.46 acres), located at 14000 Perdido Key Drive, from the Trust for Public Land:

A. Authorize the purchase of a parcel of real property, located at 14000 Perdido Key Drive, from the Trust for Public Land, for the purchase price of $2,000,000;

B. Approve the Purchase and Sale Agreement (Magnolia West Property) for the acquisition of a parcel of real property (approximately 23.46 acres), located at 14000 Perdido Key Drive, from the Trust for Public Land, in accordance with the terms and conditions contained in the Agreement; and

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

[Funding Source: Fund 117, Perdido Key Beach Mouse, Cost Center 220335, Perdido Key Beach Mouse, Object Code 56101 and Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

BACKGROUND:

To provide a predictable and timely environmental permitting system for development on Perdido Key, the Board of County Commissioners developed a Habitat Conservation Plan (HCP) to address impacts to listed species on Perdido Key (beach mouse, nesting sea turtles, and nesting shorebirds). This plan was approved by the US Fish and Wildlife Service on December 5, 2014. Through mitigation fees associated with permitting development, the county has begun to implement conservation strategies outlined in the

HCP. One of these conservation strategies requires the county to acquire and preserve beach mouse habitat. The acquisition of the subject parcel will fully satisfy this requirement.

County staff had two appraisals performed. The average of the two appraisals was $2,100,000, however, the purchase price of $2,000,000 was agreed to by both parties.

BUDGETARY IMPACT:

Funding for this project is available in Fund 117, Perdido Key Beach Mouse, Cost Center 220335, Perdido Key Beach Mouse, Object Code 56101, and Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands.

To date in fiscal year 2015, Escambia County has received $2,028,905 in special assessment fees for the Perdido Key Beach Mouse. Funds expended from LOST III for this land purchase will be reimbursed from the Perdido Key Beach Mouse Fund after supplemental funds are recognized.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Purchase and Sale Agreement has been approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Purchase and Sale Agreement
Title Commitment
Parcel Information
Aerial Map
Green Appraisal Summary
McKenney Appraisal Summary
BCC Action 2.5.15

PURCHASE AND SALE AGREEMENT
(Magnolia West Property)

THIS AGREEMENT entered into this _____ day of May, 2015, between The Trust for Public Land, a nonprofit California corporation ("Seller"), having an address of 306 N. Monroe St., Tallahassee, Florida, 32301-7266 and Escambia County, a political subdivision of the State of Florida ("Purchaser"), having an address of 221 Palafox Place, Pensacola, Florida 32502.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:
THE TRUST FOR PUBLIC LAND
306 N. Monroe St.
Tallahassee, FL 32301
Attention: Greg Chelius
Telephone: (850) 222-7911. ext. 24
Facsimile: (850) 222-8909
E-mail: greg.chelius@tpl.org

PURCHASER:
ESCAMBIA COUNTY
221 Palafox Place
Pensacola, FL 32502
Attn: Timothy Day, Environmental Programs
Telephone: 850-595-1144
Facsimile:
Email: trday@co.escambia.fl.us

With a copy to:
Peter Fodor, Division Legal Director
THE TRUST FOR PUBLIC LAND
306 North Monroe Street
Tallahassee, Florida 32301
Telephone: (850) 222-7911, ext. 29
E-mail: pete.fodor@tpl.org

B. Purchaser acknowledges and agrees that Seller has a binding Purchase and Sale Agreement on that certain real property in Escambia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this referenced (hereinafter referred to as the "Property") and is not presently the owner of the Property. Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian rights, timber rights, access rights and mineral rights.

C. Seller wishes to sell the Property to Purchaser and Purchaser wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase and Sale. In consideration of an earnest money deposit by Purchaser to Seller in the amount of $100.00 and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, Seller agrees to sell and Purchaser agrees to buy the Property on the terms and conditions set forth in this Agreement. The earnest money deposit paid above (the "Deposit") shall be credited toward the Purchase Price (as defined below). Seller shall return the Deposit to Purchaser if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. Inspection Period. That period of time from the effective date of this Agreement through twenty (20) days following the effective date hereof, shall constitute Purchaser's inspection period (the "Inspection Period"). During the Inspection Period, Purchaser, through its employees, agents and contractors, after providing at least 48 hour notice to Seller, may enter upon the Property for the purpose of making any inspections and investigations, as Purchaser deems appropriate in order to assess the condition of the Property. During the Inspection Period, Purchaser may in its sole discretion terminate this Agreement by delivering written notice to Seller prior to the end of the Inspection Period if it deems the survey, status of title, physical or environmental condition to be unacceptable to Purchaser.

3. Purchase Terms.

a) Price. The purchase price for the Property shall be TWO MILLION DOLLARS AND NO CENTS ($2,000,000.00) (the "Purchase Price").

b) Method of Payment. The Purchase Price shall be payable by crediting the Deposit paid against the Purchase Price; and the balance payable at closing by certified, cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. Closing. In the event Purchaser does not terminate this Agreement as permitted herein, the Closing shall take place within 5 days after the end of the Inspection Period, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Seller shall deliver to Purchaser at closing the following documents prepared by Seller's counsel:

a) a Special Warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any; and

b) an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses meeting the requirements of Section 6 below; and

c) a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as Purchaser's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Purchaser in accordance with this Agreement, and any of the requirements of any title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

Possession of the Property shall also pass to Purchaser at the time of closing.

5. Closing Expenses and Prorations. The expense of the title insurance commitment, the title insurance premium, and the cost of recording the deed of conveyance shall be paid by Purchaser. In the event the Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, 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 Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector. Other fees, rents and charges shall be allocated in accordance with the laws of the State of Florida and the customary practice of Escambia County, Florida. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a) Within twenty-one (21) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Purchaser.

b) Purchaser may object to any matter of title which, in the opinion of Purchaser, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten (10) days from the date of receipt of the commitment by Purchaser.

c) In the event Purchaser notifies Seller of objections to title, within ten (10) days from receipt of notice, Seller shall attempt to cure such title defects, provided that Seller shall not be obligated to file suite to cure such default.

d) If after the exercise of reasonable diligence Seller is unable to make title to the Property such as is required by Purchaser by the closing date, then Purchaser shall have the right to (i) terminate this Agreement, in which case all monies paid by Purchaser in accordance with this Agreement shall be returned immediately to Purchaser, and the parties shall be relieved of any further obligations hereunder; (ii) extend the closing date for up to sixty (60) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or (iii) elect to accept title to the Property in its existing condition.

7. Purchaser's Right of Entry and Survey. Seller shall provide to Purchaser a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Purchaser and any acquiring governmental entity. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability or marketability of the title to the Property, same shall be

treated in the manner as a title defect under Section 6 above. Purchaser shall reimburse Seller for cost of said survey at closing.

8. Hazardous Materials Audit and Remediation. Seller shall provide Purchaser with an updated report of an investigation of the Property carried out and prepared by a licensed engineer or geologist selected by Seller employing procedures that a prudent purchaser would employ under the circumstances ("Phase 1 Audit"). Purchaser shall reimburse Seller for cost of said Phase I Audit at closing. In the event that the Phase 1 Audit final report states that there Recognized Environmental Conditions, including Hazardous Materials, that are present on or beneath the surface of the Property, or further investigations are necessary to determine whether Hazardous Materials are present ("Unsatisfactory Report"), Purchaser may elect to proceed with the transaction, or to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Purchaser the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Purchaser if Seller gives notice within ten (10) days of receipt of Purchaser's notice of termination, that Seller agrees to promptly carry out at Seller's sole expense, and with contractors selected or approved by Purchaser, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Purchaser within a time period acceptable to Purchaser. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Purchaser's receipt of information from contractors that is satisfactory to Purchaser, or letters of "no further action" required from the applicable regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Property, or that the Property has been remediated to Purchaser's satisfaction and complies with all governmental requirements.

9. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that, at the time of closing, Seller will have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Purchaser. If, before the conveyance to Purchaser, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Purchaser of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Purchaser, Purchaser may elect to either (a) terminate this Agreement, in which case Purchaser shall have no obligation to accept title to the Property, or (b) defer the closing date for a period of up to 90 days to permit Seller to remedy the problem.

10. Sellers' Promise to Remove Personal Property. Prior to closing, Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and Hazardous Materials in tanks, barrels, equipment, pipelines or other containers on the Property.

11. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, E-mail or courier service, or by first class mail, postage prepaid, at the addresses set forth in Recital A.

12. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. Remedies upon Default. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Purchaser's sole and exclusive remedy shall be, the return of the Deposit to Purchaser. If the event of a default by Purchaser, Seller's sole and exclusive remedy shall be to retain the Deposit as agreed to and liquidated damages.

14. Entire Agreement, Modification: This Agreement constitutes the entire agreement between Purchaser and Seller pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver, or amendment is sought to be enforced.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

16. Effective Date. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory (ies) on the dates set forth below.

SELLER: The Trust for Public Land, a nonprofit California corporation

_____ BY: _____

Witness By: Peter Fodor, Division Legal Director

_____ Date:_____

Witness (CORPORATE SEAL)

PURCHASER: Board of County Commissioners, Escambia County, Florida

_____ Date:_____

Steven Barry, Chairman

ATTEST: Pam Childers, Clerk of the Circuit Court

By:_____

Deputy Clerk

This document approved as to form and legal sufficiency.

By _____

Title Asst. County Attorney

Date April 29 2015

First American	Commitment for Title Insurance
Commitment	ISSUED BY **First American Title Insurance Company** **5011612 - 1054-3281606**

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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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, any 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.



First American Title

ISSUED THROUGH THE OFFICE OF:

FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

First American	Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** **5011612 - 1054-3281606**
Schedule A	

Customer Reference Number: SRM-14-8582
First American File Number: 1054-3281606

1. Effective Date: April 10, 2015 @ 8:00 A.M.

2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy
   ALTA Owner's Policy of Title Insurance (6-17-06) $2,000,000.00
   (with Florida modifications)

   Proposed Insured: Escambia County

   b. Loan Policy
   ALTA Loan Policy of Title Insurance (6-17-06) $0.00
   (with Florida modifications)

   Proposed Insured:

   c. $

   Proposed Insured:

   Premium: $

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

   Florida Panhandle Holdings, LLC, a Georgia limited liability company

5. The land referred to in this Commitment is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

McDonald Fleming Moorhead Attorneys at Law

By: _____
Authorized Countersignature for McDonald Fleming Moorhead Attorneys at Law

(This Schedule A valid only when Schedule B is attached.)

Customer Reference Number: SRM-14-8582
First American File Number: 1054-3281606

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

ALL THAT PORTION OF LOT 76 AND LOT 105, GULF BEACH SUBDIVISION ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; LESS AND EXCEPT THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 76 OF GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE S 80° 59' 00" W ALONG THE SOUTHERLY LOT LINE OF SAID LOT 76 FOR 70.00 FEET; THENCE DEPARTING FROM SAID SOUTHERLY LOT LINE, N 09° 01' 00" W FOR 591.84 FEET; THENCE N 80° 59' 00" E FOR 328.94 FEET TO THE EAST LINE OF THE AFORESAID LOT 105; THENCE S 00° 00' 00" W ALONG THE AFORESAID EAST LINE FOR 396.75 FEET TO THE SOUTHEAST CORNER OF LOT 105; THENCE S 80° 59' 00" W, ALONG THE NORTH LINE OF LOT 77 FOR 195.66 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 76; THENCE S 09° 01' 00" E ALONG THE EASTERLY LINE OF LOT 76 FOR 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN EASEMENT BY AND BETWEEN DESTINATION, INC., A FLORIDA CORPORATION AND BRUCE G. WITKIND, DATED 5-21-99 AND FILED 5-24-99 AND RECORDED IN BOOK 4414, PAGE 1113; AMENDED IN BOOK 4785, PAGE 719 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN INGRESS AND EGRESS EASEMENT AGREEMENT BY AND BETWEEN DESTINATION, INC., A FLORIDA CORPORATION AND GULF SPOT ENTERPRISES, INC., A FLORIDA CORPORATION DATED 10-11-01 AND FILED 10-12-01 AND RECORDED IN BOOK 4785, PAGE 707 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Customer Reference Number: SRM-14-8582
First American File Number: 1054-3281606

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

   a) Warranty Deed from Florida Panhandle Holdings, LLC, a Georgia limited liability company, to Escambia County. In connection with said deed, we will further require regarding the grantor:

      i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

      ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

      iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

      iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

      v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. Termination or Assignment to Escambia County of the Memorandum of Option between Florida Panhandle Holdings, LLC and The Trust for Public Land recorded in Book 7284, Page 1096.

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

7. Record Certification of Trust pursuant to Section 736.1017, F.S., executed by the Trustee or, if more than one Trustee, each Co-Trustee of the The Trust for Public Land . (Company's FATCO Form CT-1 or, if more than one Trustee, FATCO Form CT-2, or similar format.)

8. Proof of payment of taxes and assessments for the year 2014, and prior years, plus any penalties and interest.

9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **PAYABLE** in the gross amount of $7,150.15 for Tax Identification No. 14-3S-32-1001-001-076.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

Certificate of Title recorded in OR Book 6992, Page 1336

Customer Reference Number: SRM-14-8582
First American File Number: 1054-3281606

PART II

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 rights, interests, or claims of parties in possession of the land not shown by the public records.

3. 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.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.

NOTE: Standard Exception 7 is hereby deleted and will be deleted from the final policy.

Also

Exception number 20 will be deleted from the final policy upon closing.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public

records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Declaration of Irrevocable Transfer of Development rights in Book 4414, Page 1124.

10. Declaration of Transfer of Density and Restrictive Covenant in Book 4785, Page 678.

11. Intentionally Deleted

12. Easement recorded in Book 4414, Page 1113, and Amended in Book 4785, Page 719..

13. Easement recorded in Book 4785, Page 707.

14. Easement recorded in Book 5987, Page 199.

15. Oil, gas and mineral reservations contained in instrument recorded in Deed Book 67, Page 241.

16. Provisions of the Plat of Plat of Gulf Beach Subdivision, recorded in Plat Book 4, Page 52 of the Public Records of Escambia County, Florida.

17. Riparian and/or littoral rights are not insured.

18. The right, title or interest, if any, of the public to use a public beach or recreation area or any part of the land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

19. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A".

20. Intentionally Deleted

Note: All of the recording information contained herein refers to the Public Records of Escambia County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

McDonald Fleming Moorhead Attorneys at Law
4636 Summerdale Boulevard
Pace, FL 32571
Phn - (850)994-3838
Fax - (850)664-3892

12/29/2014

Re: Customer Reference Number: **SRM-14-8582**
First American File Number: **1054-3281606**

Property Address: **14000 PERDIDO KEY, FL 32507**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

OR BK 4414 PG1 124
Escambia County, Florida
INSTRUMENT 99-610947

This instrument prepared by:
RICHARD M. COLBERT
Clark, Partington, Hart, Larry,
Bond, Stackhouse & Stone
125 West Romana Street
Suite 800
Pensacola, Florida 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF IRREVOCABLE TRANSFER OF DEVELOPMENT RIGHTS

THIS DECLARATION OF IRREVOCABLE TRANSFER OF DEVELOPMENT RIGHTS is made as of the date set forth below by and between DESTINATION, INC., a Florida corporation (hereinafter "Destination"), and BRUCE G. WITKIND (hereinafter "Witkind") for the following uses and purposes:

RECITALS:

A. Destination is the owner of that certain tract or parcel of real property lying and being in Escambia County, Florida, located on the South side of U.S. Highway 98, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "South Parcel"), which South Parcel is currently zoned CCPK under the Escambia County Land Development Code, which zoning permits a maximum density on the South Parcel of 40 residential dwelling units.

B. Destination and Witkind are the owners of that certain tract or parcel of real property lying and being in Escambia County, Florida, located on the North side of U.S. Highway 98 immediately north of the South Parcel, and being more particularly described on Exhibit "B" attached hereto and made a part hereof (the "North Parcel", which North Parcel is currently zoned C1PK and PRPK under the Escambia County Land Development Code, which zoning permits a maximum density on the North Parcel of 213 residential dwelling units.

C. Destination and Witkind have agreed to irrevocably transfer certain development rights from the North Parcel to the South Parcel as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. TRANSFER OF DEVELOPMENT RIGHTS. Pursuant to Section 6.05.13.L of the Escambia County Land Development Code, 86 units of residential density is hereby transferred from the North Parcel to the South Parcel, thereby increasing the allowable residential density of the South Parcel to 126 units, and decreasing the allowable residential density of the North Parcel to 127 units.

2. TRANSFER IRREVOCABLE. The transfer of residential density from the North Parcel to the South Parcel pursuant to this Declaration may not be revoked, amended or modified in any way, except by written instrument signed by the then current owner or owners of the South Parcel, and the written consent of the holder or holders of any Mortgage or other Security Interest in and to the South Parcel, which consent shall be given only as determined by the holder or holders of the any Mortgage or other security interest in the South Parcel, as such holder or holders may determine in their sole discretion.

3. COVENANT RUNNING WITH THE LAND. The transfer of residential density pursuant to this Agreement shall be deemed a covenant running with the land for the benefit of the owner or owners of the South Parcel, and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from the date this Declaration is recorded.

4. GENERAL. All rights, powers and privileges herein reserved and given to either party shall inure to the benefit of and be held by the respective successors, heirs and assigns of the parties hereto, and likewise, all liabilities and obligations imposed upon each shall be binding upon the respective successors, heirs and assigns of the parties hereto. Time is of the essence of this Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by all parties hereto. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The provisions of this Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement. The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change of this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby. Any reference herein to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:00 p.m. of the next full business day.

IN WITNESS WHEREOF, Destination has caused this Declaration to be signed by its duly authorized corporate officer, and Witkind has signed and sealed this Declaration effective as of this 20th day of May, 1999.

DESTINATION, INC.,
a Florida corporation

By: _____
EDWARD T. JOHNSON
Its: President

_____
BRUCE G. WITKIND

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 1999 by EDWARD T. JOHNSON, the President of DESTINATION, INC., a Florida corporation, on behalf of the corporation. He (X) is personally known to me, or ( ) has produced _____ as identification and did *not* take an oath.

Nancie E. Williamson
[type/print name below signature]
NOTARY PUBLIC
My Commission Expires: _____
Commission No.: _____

OFFICIAL NOTARY SEAL
NANCIE E WILLIAMSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC724955
MY COMMISSION EXP. APR. 1,2002

[NOTARY SEAL]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 1999 by BRUCE G. WITKIND. He (X) is personally known to me, or ( ) has produced _____ as identification and did *not* take an oath.

Nancie E. Williamson
[type/print name below signature]
NOTARY PUBLIC
My Commission Expires: _____
Commission No.: _____

OFFICIAL NOTARY SEAL
NANCIE E WILLIAMSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC724955
MY COMMISSION EXP. APR. 1,2002

[NOTARY SEAL]

OR BK 4414 PG 1126
Escambia County, Florida
INSTRUMENT 99-610947

CONSENT AND JOINDER

First National Bank of Florida, as the holder of mortgages on the North Parcel and South Parcel, hereby acknowledges and consents to the transfer of residential density and development rights set forth hereinabove.

FIRST NATIONAL BANK OF FLORIDA

By: _____
KATHLEEN A. PRITCHARD
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 1999 by KATHLEEN A. PRITCHARD, the Senior Vice President of FIRST NATIONAL BANK OF FLORIDA, on behalf of the Bank. She (X) is personally known to me, or ( ) has produced _____ as identification and did *not* take an oath.

_____
[type/print name below signature]
NOTARY PUBLIC
My Commission Expires:_____
Commission No.: _____

[NOTARY SEAL]

OFFICIAL NOTARY SEAL
NANCIE E WILLIAMSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC724955
MY COMMISSION EXP. APR. 1,2002

OR BK 4414 PG1127
Escambia County, Florida
INSTRUMENT 99-610947

EXHIBIT A

Lots 39, 40 and 41, Gulf Beach Subdivision, according to the plat recorded in Plat Book 4 at Page 52, in the Public Records of Escambia County, Florida.

OR BK 4414 PG1128
Escambia County, Florida
INSTRUMENT 99-610947

RCD May 24, 1999 12:16 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-610947

EXHIBIT B

Lots 76 and 105, Gulf Beach Subdivision, according to the plat recorded in Plat Book 4, Page 52, in the Public Records of Escambia County, Florida.

11
$100

OR BK 4785 PG0678
Escambia County, Florida
INSTRUMENT 2001-892802

THIS INSTRUMENT PREPARED BY:
Charles A. J. Beavers, Jr.
BRADLEY ARANT ROSE & WHITE LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203-2736

DECLARATION OF TRANSFER OF DENSITY AND RESTRICTIVE COVENANT

THIS DECLARATION OF TRANSFER OF DENSITY AND RESTRICTIVE COVENANT is made as of the date set forth below by Destination, Inc., a Florida corporation (hereinafter "Destination"), for the following purposes and pursuant to the following terms:

RECITALS:

WHEREAS, Destination is the owner of the property described in Exhibit "A" hereto (hereinafter "Parcel A"), and

WHEREAS, Destination is also the owner of the property described on Exhibit "B" hereto (hereinafter "Parcel B"), and

WHEREAS, Parcel A and Parcel B are contiguous to each other (exclusive of public roadways) and are under unified control of Destination, and

Rec. $1.00

WHEREAS, Parcel A is located partially in the PRPK Zoning District and partially in the C1(PK) Zoning District, and Parcel B is located in the CCPK Zoning District, as defined in the Land Development Code of Escambia County, Florida (hereinafter "LDC"), and

WHEREAS, under § 6.05.13.02 of the LDC, the PRPK Zoning District provides for a maximum density of five (5) dwelling units per acre and a maximum density of twenty-five (25) lodging units per acre, the CCPK Zoning District provides for a maximum density of thirteen (13) dwelling units per acre, and the C1(PK) Zoning District provides for a maximum density of three (3) dwelling units per acre, and

WHEREAS, Parcel A contains 27.12 acres of which 26.21 acres are in the PRPK Zoning District and .91 acres are in the C1(PK) Zoning District, and Parcel B contains 3.1 acres, all of which are in the CCPK Zoning District, per the drawing of the survey prepared by Northwest Florida Surveying and Engineering, Inc. dated September 12, 2001, which equates to 134 dwelling units under the current LDC for Parcel A and 40 dwelling units under the current LDC for Parcel B, and

WHEREAS, Destination and Escambia County, by and through its Board of County Commissioners (BCC), have entered into that certain Settlement Agreement dated the 9th day of October, 2000 (the "Settlement Agreement") and Escambia County has issued to Destination that certain Development Order dated the 17th day of November, 2000 (the "Development Order"), pursuant to which the BCC has approved the transfer of one hundred and five (105) dwelling units of density from Parcel A to Parcel B, and

WHEREAS, Destination desires to transfer some of its dwelling units density per acre; but not with respect to lodging units density per acre from Parcel A to Parcel B as allowed by § 6.05.13.L and § 6.05.13.02.K of the LDC, and as permitted by the Development Order and approved by the BCC pursuant to the Settlement Agreement, and

WHEREAS, it is desirable to place of record a document evidencing this transfer of density so that future owners of Parcel A and Parcel B will have notice of the transfer.

NOW, THEREFORE, Destination hereby declares and covenants as follows:

1. The above recitations are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. Destination, for itself, its successors and/or assigns, hereby transfers the development rights to fifty-nine (59) units of density from Parcel A to Parcel B.

3. Upon this transfer, under current zoning densities of the LDC, Parcel B has ninety-nine (99) dwelling units allocated to it and that portion of Parcel A which is more particularly described on the attached exhibit C has seventy-five (75) dwelling units remaining allocated to it; however, this shall not limit any other density (i.e., lodging units) that may be available to Parcels A and B as may be provided in the current Land Development Code.

4. The transfer of density pursuant to this Declaration shall be deemed a covenant running with the land for the benefit of Destination, Escambia County, Florida, and subsequent owners of Parcels A and B.

5. To the extent not already vested, the power to enforce this covenant is hereby vested in Escambia County, Florida, and may be exercised pursuant to the Enforcement, Violations, and Penalties section of the LDC (§ 2.06.00). Nothing herein shall limit the Board of County Commissioners of Escambia County, Florida, or its designated body, from granting a waiver or variance of this covenant if such board or body determines in its sole judgment such waiver or variance is minor or insubstantial.

6. All rights, powers and privileges herein reserved and given shall be binding and inure to the benefit of the respective successors and assigns of Destination, including without limitation any successor in title to all or any portion of the property covered hereby, and likewise, all liabilities and obligations imposed shall be binding upon Destination and its respective successors and assigns.

7. This Declaration shall be construed and interpreted in accordance with the laws of the State of Florida. The provisions of this Declaration are intended to be independent and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the remainder of this Declaration.

IN WITNESS WHEREOF, Destination has caused this instrument to be executed this 11th day of October, 2001.

OR BK 4785 PG0680
Escambia County, Florida
INSTRUMENT 2001-892802

Witnesses:

Edna Carroll
Printed Name: Edna Carroll

Printed Name:

DESTINATION, INC.

By
Printed Name: John S. McCrory
President

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John S. McCrory, whose name as President of DESTINATION, INC., a Florida corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Executor as aforesaid.

Given under my hand and official seal this 11th day of October, 2001.

[NOTARIAL SEAL]

Edna Carroll
Notary Public

My commission expires: 5/16/02

RN

OR BK 4785 PG0681
Escambia County, Florida
INSTRUMENT 2001-892802

EXHIBIT A
The North Side

Lots 76 and 105, Gulf Beach Subdivision, Plat Book 4, page 52, of the Public Records of Escambia County, Florida

OR BK 4785 PG0682
Escambia County, Florida
INSTRUMENT 2001-892802

EXHIBIT B
The South Side

Lots 39, 40, and 41, Gulf Beach Subdivision, Plat Book 4, page 52, of the Public Records of Escambia County, Florida

OR BK 4785 PG0683
Escambia County, Florida
INSTRUMENT 2001-892802

EXHIBIT C

Lots 76 and 105, Gulf Beach Subdivision, Plat Book 4, page 52, of the Public Records of Escambia County, Florida, less and except that portion thereof which consists of 3.0 acres and which is more particularly described as follows:

Begin at the Southeast corner of Lot 76 of GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52 of the Public Records of Escambia County, Florida; Thence S 80° 59' 00" W along the Southerly lot line of said Lot 76 for 70.00 feet; thence departing from said southerly lot line, N 09° 01' 00" W for 591.84 feet; thence N 80° 59' 00" E for 328.94 feet to the east line of the aforesaid Lot 105; Thence S 00° 00' 00" W along the aforesaid east line for 396.75 feet to the southeast corner of Lot 105; Thence S 80° 59' 00" W, along the North line of Lot 77 for 195.66 feet to the northeasterly corner of said Lot 76; thence S 09° 01' 00" E along the easterly line of Lot 76 for 200.00 feet to the point of beginning. Containing 3.0 acres.

OR BK 4785 PG0684
Escambia County, Florida
INSTRUMENT 2001-892802

CONSENT AND JOINDER

John S. McCrory, as the holder of Mortgages recorded in Official Records Book 4725, page 1365, and Official Records Book 4739, page 1401, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A and Parcel B, hereby acknowledges and consents to the Declaration of Transfer of Density and Restrictive Covenant as set forth hereinabove.

Witnesses:

Edna Carroll
Printed Name: Edna Carroll

John S. McCrory

Michelle Schmidt
Printed Name: Michelle Schmidt

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by John S. McCrory. He is personally known to me, or he has produced _____ as identification.

EDNA CARROLL NOTARY PUBLIC STATE AT LARGE

Edna Carroll
Printed Name: Edna Carroll
NOTARY PUBLIC
My Commission Expires: 5/16/02

OR BK 4785 PG0685
Escambia County, Florida
INSTRUMENT 2001-892802

CONSENT AND JOINDER

United Capital Group of Florida, Inc., as the holder of that certain Mortgage recorded in Official Records Book 4414, page 1135, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A, hereby acknowledges and consents to the Declaration of Transfer of Density and Restrictive Covenant as set forth hereinabove.

Witnesses:

Printed Name: John W. Hawkins

Printed Name: Chris Cadenhead

UNITED CAPITAL GROUP OF FLORIDA, INC.

By: Richard Lipton
Its: President

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Richard Lipton, as President of United Capital Group of Florida, Inc. He is personally known to me, or he has produced _____ as identification.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870046
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

Printed Name: _____
NOTARY PUBLIC
My Commission Expires: 9-9-03

OR BK 4785 PG0686
Escambia County, Florida
INSTRUMENT 2001-892802

CONSENT AND JOINDER

The Peoples Bank, as the holder of a Mortgage recorded in Official Records Book 4414, page 1129; by assignment of mortgage dated March 1, 2001 and recorded in Official Records Book 4776, Page 1786, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A, hereby acknowledges and consents to the Declaration of Transfer of Density and Restrictive Covenant as set forth hereinabove.

Witnesses:

Printed Name: Dana C. Matthews

Printed Name: Michelle Schmidt

THE PEOPLES BANK

By: Michael P. McCann
Its: Executive Vice President

STATE OF ALABAMA
COUNTY OF Houston

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Michael P. McCann, as Exec. Vice President of The Peoples Bank. He is personally known to me, or he has produced _____ as identification.

Printed Name: Rebecca L. Lesley
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 21, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR BK 4785 PG0687
Escambia County, Florida
INSTRUMENT 2001-892802

CONSENT AND JOINDER

First American Bank of Walton County, as the holder of a Mortgage recorded in Official Records Book 4414, page 1116, by assignment of mortgage in Official Records Book 4674, page 1409, in the Public Records of Escambia County, Florida, on the foregoing described Parcel B, hereby acknowledges and consents to the Declaration of Transfer of Density and Restrictive Covenant as set forth hereinabove.

Witnesses:

Printed Name: Dana C. Matthews

Printed Name: Michelle Schmidt

FIRST AMERICAN BANK OF WALTON COUNTY

By: Caulie T. Knowles, III
Its: President

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Caulie T. Knowles, III, as President of First American Bank of Walton County. He is personally known to me, or he has produced _____ as identification.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870046
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

Printed Name: Michelle Schmidt
NOTARY PUBLIC
My Commission Expires: _____

OR BK 4785 PG0688
Escambia County, Florida
INSTRUMENT 2001-892802

CONSENT AND JOINDER

Compass Bank, as the holder of a Mortgage from Destination, Inc. to First National Bank of Florida recorded in Official Records Book 4674, Page 1409; subsequently assigned to First American Bank of Walton County recorded in Official Records Book 4414, page 1116; and subsequently assigned to Compass Bank as recorded in Official Records Book _____, page _____, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A and Parcel B, hereby acknowledges and consents to the Declaration of Transfer of Density and Restrictive Covenant as set forth hereinabove.

Witnesses:

Printed Name: Dana C. Matthews

Printed Name: Michelle Schmidt

COMPASS BANK

By: Martin R. Brown
Its: Asst. Vice President

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Martin R. Brown, as Assistant Vice President of Compass Bank. He is personally known to me, or he has produced _____ as identification.

Edna Carroll
Printed Name: Edna Carroll
NOTARY PUBLIC
My Commission Expires: 5/16/02

F:\DOCS\CLIENT\Atkinson, Mike\Windermere\Settlement\Consent and Joinder clinatex.wpd

RCD Oct 12, 2001 02:17 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-892802

OR BK 5030 PG1621
Escambia County, Florida
INSTRUMENT 2002-038418

This instrument prepared by:
Robert A. Emmanuel
Emmanuel, Sheppard & Condon
Post Office Drawer 1271
Pensacola, Florida 32591-1271
File No. W0915-79922

DECLARATION OF TRANSFER OF DENSITY AND RESTRICTIVE COVENANT

THIS DECLARATION OF TRANSFER OF DENSITY AND RESTRICTIVE COVENANT is made as of the date set forth below by DESTINATION, INC., a Florida corporation (hereinafter referred to as "Owner"), for the following purposes and pursuant to the following terms:

RECITALS:

A. Owner is the owner of that certain tract or parcel of real property lying and being in Escambia County, Florida, being more particularly described on Exhibit "A" hereto and by this reference made a part hereof (hereinafter "Parcel A"); and

B. Owner is also the owner of that certain tract or parcel of real property lying and being in Escambia County, Florida, being more particularly described on Exhibit "B" hereto and by this reference made a part hereof (hereinafter "Parcel B"); and

C. Parcel A and Parcel B are contiguous to each other, exclusive of the public roadway that separates the parcels; and

D. Parcel A and Parcel B are under unified control of Owner; and

E. Parcel A is located in the CCPK Zoning District as defined in the Land Development Code of Escambia County, Florida (hereinafter "LDC"); and

F. Parcel B contains 3.0 acres, of which 2.68 acres are located in the PRPK Zoning District of the LDC, and 0.32 acres are located in the C1PK Zoning District of the LDC; and

G. By virtue of a previous Declaration of Transfer of Density and Restrictive Covenant executed by Owner, dated October 11, 2001, and recorded at O.R. Book 4785, Pg. 0678, of the public records of Escambia County, Florida, Parcel A has 99 dwelling units of residential density allocated to it; and

H. By virtue of that certain Settlement Agreement dated January 24, 2002, between Owner, Escambia County, Florida, and others, Owner agreed to limit development on said Parcel A to not more than 98 residential dwelling units; and

I. As a result Owner desires to transfer one unit of residential density from Parcel A to Parcel B as allowed by the LDC; and

J. It is desirable to place of record a document evidencing this transfer of density, so that future owners of Parcel A and Parcel B will have evidence of the transfer;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Owner hereby declares and covenants as follows:

1. The above recitations are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. Owner, for itself and its successors and/or assigns, hereby transfers one (1) unit of residential density from Parcel A to Parcel B.

3. Upon this transfer, under the LDC, Parcel A will have 98 remaining dwelling units allocated to it, and Parcel B will have 1 dwelling unit allocated to it.

4. The transfer of density pursuant to this Declaration shall be deemed a covenant running with the land for the benefit of Owner.

5. All rights, powers and privileges herein reserved and given shall be binding and inure to the benefit of the respective successors and assigns of Owner, including without limitation any successor in title to all or any portion of the property covered hereby, and likewise, all liabilities and obligations imposed shall be binding upon Owner and its respective successors and assigns.

6. This Declaration constitutes the entire declaration of Owner and may not be amended except by written instrument executed by Owner or such successor entity to which it has specifically assigned this right.

7. This Declaration shall be construed and interpreted in accordance with the laws of the State of Florida. The provisions of this Declaration are intended to be independent and, in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the remainder of this Declaration. In connection with any litigation, including appellate proceedings, arising out of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

IN WITNESS WHEREOF, Owner has cause this instrument to be executed this 15th day of November, 2002.

WITNESSES:

Print Name: Steven T. Lebo

Print Name: Shellie F. Stamps

DESTINATION, INC. a Florida corporation

By: _____

Print Name: L.S. EVINS III

Its V.P.

OR BK 5030 PG 1623
Escambia County, Florida
INSTRUMENT 2002-038418

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Luke Fiins, as Vice President, of Destination, Inc. a Florida corporation, on behalf of the corporation. He/She personally appeared before me and is personally known or who has produced _____ as identification.

Britnee McCrory
(print or type name)
Notary Public, State of ~~Florida~~ Alabama
Commission No._____
My Commission Expires: 08-06-06
(Seal)

U:\CMR\W7992\Density Transfer Doc

OR BK 5030 PG1624
Escambia County, Florida
INSTRUMENT 2002-038418

EXHIBIT A

LEGAL DESCRIPTION (SOUTH PARCEL)

Lot 39, 40 & 41 Gulf Beach Subdivision, Plat Book 4, Page 52 Escambia County Florida.

Prepared by: EWP Checked by: FRT

FRED R. THOMPSON, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA
PIN 1001-000-039
Revised 9/27/01

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

M:\PROJECTS\9577\C-FILE\ExhibitA.doc

OR BK 5030 PG1625
Escambia County, Florida
INSTRUMENT 2002-038418

EXHIBIT B

LEGAL DESCRIPTION (NORTH PARCEL)

All that portion of lot 76 & lot 105, ' Gulf Beach Subdivision' according to Plat Book 4, at Page 52 of the public records of Escambia County, Florida, lying in Section 34, Township 3 South, Range 32 West, Escambia county, Florida.

BEGIN at the southeast corner of Lot 76 of 'Gulf Beach Subdivision', according to Plat Book 4, at Page 52, of the Public Records of Escambia County, Florida; thence S.80°59'00"W. along the southerly lot line of said lot 76 for 70.00 feet; thence departing from said southerly lot line, N.09°01'00"W. for 591.84 feet; thence N.80°59'00"E. for 328.94 feet to the east line of the aforesaid lot 105; thence S.00°00'00"W. along the aforesaid east line for 396.75 feet to the southeast corner of lot 105; thence S.80°59'00"W. along the north line of lot 77 for 195.66 feet to the northeasterly corner of said lot 76; thence S.09°01'00"E. along the easterly line of lot 76 for 200.00 feet to the **Point of Beginning.**

Containing 3.0 acres more or less.
Subject to easements, restrictions, reservations and rights-of-way of record.
Bearings are based on the northerly right-of-way line of 'Perdido Key Drive' (State Road #292) as being S.80°59'00"W.

Prepared by: FRT Checked by: FRT

FRED R. THOMPSON, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

Revised 9/27/01
Portion of PIN 1001-000-105
Portion of PIN 1001-000-076

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

RCD Dec 13, 2002 03:57 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-038418

Prepared by: Matthews & Hawkins
607 Highway 98 East
Destin, FL 32541

15.00
78

OR BK 4414 PG1113
Escambia County, Florida
INSTRUMENT 99-610943

DEED DOC STAMPS PD @ ESC CO $ 0.70
05/24/99 ERNIE LEE MAGAHA, CLERK
By:

EASEMENT

THIS GRANT OF EASEMENT made on the 21 day of May, 1999, by DESTINATION, INC., a Florida corporation, hereinafter "Grantor", in favor of BRUCE G. WITKIND, his heirs or assigns, hereinafter "Grantee".

WITNESSETH that:

WHEREAS, Grantor is the owner of the land described on Exhibit "A" in Escambia County, Florida and is the owner of a ½ undivided interest in that land described in Exhibit "B".

WHEREAS, Grantee desires an exclusive pedestrian easement for access from State Road 292 to the Gulf of Mexico and the wet sand and soft sand beach adjacent to the Gulf of Mexico, which easement shall be appurtenant to and for the benefit of the current and future owners of the land described on Exhibit "B", and all parcels thereof, their guests, renters, employees , and customers; and

WHEREAS, Grantor has agreed to grant an exclusive easement to Grantee over and across the land described in Exhibit "A" under the terms and conditions set forth herein.

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee to Grantor, does hereby grant to Grantee and Grantee's heirs, successors, assigns, guests, renters, employees, and customers, an exclusive perpetual easement for ingress and egress over and across the land described in Exhibit "A".

This easement is granted upon the following express conditions:

1. The easement is exclusive; for the benefit of and as an appurtenance to the land described as a 10-foot wide Beach Access Easement; The westerly 10 feet of Lot 41, Gulf Beach Subdivision according to plat recorded in Plat Book 4 at Page 52 of the Public records of Escambia County, Florida, and is for use only by the Grantee, Grantee's heirs, successors, assigns, guests, renters, employees, and customers.

2. Grantee shall have the right to construct a dune walkover from the right of way of State Road 292 to the soft sand area of the beach and the Grantor hereby agrees to cooperate with any application procedure necessary for permitting of said walkover and hereby provides its continuing and irrevocable consent to the location and construction of said walkover.

3. The easement is granted for pedestrian ingress and egress to allow those entitled to use said easement to enter the Gulf of Mexico and to enter upon and use the contiguous wet sand and dry sand areas in front of the planned development immediately adjacent and to the East of the easement and any other areas to which the public has a right to use, for customary recreational activities.

4. Grantor agrees that there shall be no discrimination as to usage or services offered to those entitled to use the easement rights granted hereby. For example, any beach services offered to owners and/or renters in the development located on the property of which the easement property is a part, shall also be offered, at the same prices, to those entitled to utilize the easement granted herein.

5. The benefits and obligations and the Covenants contained in this easement shall run with and benefit the land described on Exhibit "B", shall run with and burden the land described on Exhibit "A", and shall bind the respective parties hereto, their heirs, legal representatives, successors, and assigns.

6. In any action brought by the Grantee to enforce the terms of this easement, the Grantee shall be entitled to recover reasonable attorney's fees, whether incurred before or after the filing of a legal action, and all court costs incurred.

IN WITNESS WHEREOF, Grantor has executed this easement on the day and year first above written.

WITNESSES:

Printed Name Dana C. Matthews

Printed Name Lisa B. Lynch

DESTINATION, INC.,
a Florida corporation

By: _____
Edward T. Johnson, Its President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 21 day of May, 1999, by Ed Johnson, President of Destination, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

DANA C. MATTHEWS
MY COMMISSION # CC 646479
EXPIRES: April 4, 2000
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
My Commission expires:

OR BK 4414 PG1115
Escambia County, Florida
INSTRUMENT 99-610943

RCD May 24, 1999 12:16 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-610943

EXHIBIT A

Lots 39, 40 and 41, Gulf Beach Subdivision, according to the Plat recorded in Plat Book 4 at Page 52, of the Public Records of Escambia County, Florida.

File No: 99-9029

10/

OR BK 4785 PG0719
Escambia County, Florida
INSTRUMENT 2001-892811

STATE OF FLORIDA)
:
ESCAMBIA COUNTY)

AMENDMENT TO EASEMENT

This Amendment to Easement is entered into on this 11 day of October, 2001, by and between the undersigned, GULF SPOT ENTERPRISE, INC. ("Gulf Spot"), a Florida corporation, and the undersigned, DESTINATION, INC. ("Destination"), a Florida corporation.

WITNESSETH:

Destination is the owner of that certain parcel of real property located in Escambia County, Florida, south of State Highway 292, consisting of 3.1 acres and more particularly described on the attached Exhibit A (the "Beach Parcel"). Destination is also the owner of that certain parcel of real property which is located north of State Highway 292 and across State Highway 292 from the Beach Parcel, consisting of 3.0 acres and more particularly described on the attached Exhibit B (the "North 3 Acres"). Gulf Spot is the owner of that certain parcel of real property which is north of State Highway 292 and adjacent to the North 3 Acres, as more particularly described on the attached Exhibit C (the "North Parcel Balance").

Pursuant to that certain Easement (the "Easement") dated May 21, 1999 and recorded in the Public Records of Escambia County, Florida, as Instrument No. 99-610943, in ORBK 4414, page 1113, certain easements have been created across the Beach Parcel for the benefit of the North 3 Acres and the North Parcel Balance. The undersigned have agreed to certain amendments to the Easement as more particularly hereinafter set forth.

Rec. 16.50

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars, the covenants and conditions hereinafter contained, and other good and valuable considerations, the undersigned do hereby covenant, agree and declare that the Easement is and shall from henceforth be amended as follows:

1. The ten-foot wide Beach Access Easement, as defined in the Easement, shall be non-exclusive and shall be for the benefit of and as an appurtenance to the Beach Parcel as well as the lands included within the North Parcel Balance and the North 3 Acres;

2. Paragraph number 4 pursuant to the Easement is hereby deleted and shall be of no further force or effect; and

3. Paragraph number 3 pursuant to the Easement is hereby deleted and the following inserted in its place and stead:

> "The easement is granted for pedestrian ingress and egress to allow those entitled to use said easement to enter the Gulf of Mexico and to enter upon and use those areas to which the public has a right to use for the customary recreational activities."

In the event of any conflict or discrepancy between the provisions of the Easement and the provisions of this Amendment to Easement, then the provisions of this Amendment to Easement shall prevail.

Except as set forth in this Amendment to Easement, the terms and provisions of the Easement shall remain in full forth and effect.

The terms and provisions of this Amendment to Easement shall be binding upon and inure to the Benefit to each of the undersigned and their respective successors and assigns.

Executed by each of the undersigned, effective the same date as first above written.

(Signatures appear on following pages)

OR BK 4785 PG0721
Escambia County, Florida
INSTRUMENT 2001-892811

WITNESSES:

GULF SPOT ENTERPRISE, INC.

Print Name: Dana C. Matthews

By: Mike Ackerson
Its: Pres.

Print Name: Michelle Schmidt

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me the 11th day of October, 2001, by Mike Ackerson, the President of Gulf Spot Enterprise, Inc., on behalf of the corporation. He/she (x) is personally known to me or ( ) produced _____ as identification.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870048
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
My commission expires:
Commission Number:

[SEAL]

WITNESSES:

Print Name: Charles A.J. Beavers, Jr.

Print Name: Dana C. Matthews

DESTINATION, INC.

By:

Its: President

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me the 11th day of October, 2001, by John S. McCrory, the President of Destination, Inc., on behalf of the corporation. He/she (X) is personally known to me or ( ) produced _____ as identification.

Notary Public, State of
My commission expires: August 2003
Commission Number:

[SEAL]

OR BK 4785 PG0723
Escambia County, Florida
INSTRUMENT 2001-892811

EXHIBIT A

Lots 39, 40, and 41, Gulf Beach Subdivision, Plat Book 4, page 52, of the Public Records of Escambia County, Florida

OR BK 4785 PG0724
Escambia County, Florida
INSTRUMENT 2001-892811

EXHIBIT B

Begin at the Southeast corner of Lot 76 of GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52 of the Public Records of Escambia County, Florida; Thence S 80° 59' 00" W along the Southerly lot line of said Lot 76 for 70.00 feet; thence departing from said southerly lot line, N 09° 01' 00" W for 591.84 feet; thence N 80° 59' 00" E for 328.94 feet to the east line of the aforesaid Lot 105; Thence S 00° 00' 00" W along the aforesaid east line for 396.75 feet to the southeast corner of Lot 105; Thence S 80° 59' 00" W, along the North line of Lot 77 for 195.66 feet to the northeasterly corner of said Lot 76; thence S 09° 01' 00" E along the easterly line of Lot 76 for 200.00 feet to the point of beginning. Containing 3.0 acres.

EXHIBIT C

Lots 76 and 105, Gulf Beach Subdivision, Plat Book 4, page 52, of the Public Records of Escambia County, Florida, less and except that portion thereof which consists of 3.0 acres and which is more particularly described as follows:

Begin at the Southeast corner of Lot 76 of GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52 of the Public Records of Escambia County, Florida; Thence S 80° 59' 00" W along the Southerly lot line of said Lot 76 for 70.00 feet; thence departing from said southerly lot line, N 09° 01' 00" W for 591.84 feet; thence N 80° 59' 00" E for 328.94 feet to the east line of the aforesaid Lot 105; Thence S 00° 00' 00" W along the aforesaid east line for 396.75 feet to the southeast corner of Lot 105; Thence S 80° 59' 00" W, along the North line of Lot 77 for 195.66 feet to the northeasterly corner of said Lot 76; thence S 09° 01' 00" E along the easterly line of Lot 76 for 200.00 feet to the point of beginning. Containing 3.0 acres.

OR BK 4785 PG0726
Escambia County, Florida
INSTRUMENT 2001-892811

CONSENT AND JOINDER

United Capital Group of Florida, Inc., as the holder of that certain Mortgage recorded in Official Records Book 4414, page 1135, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A, hereby acknowledges and consents to the Amendment to Easement as set forth hereinabove.

Witnesses:

UNITED CAPITAL GROUP OF FLORIDA, INC.

Chris Cadenhead
Printed Name: Chris Cadenhead

By: Richard Lipton
Its: President

Printed Name: Dana C. Matthews

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Richard Lipton, as President of United Capital Group of Florida, Inc. He is personally known to me, or he has produced _____ as identification.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870046
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

Michelle Schmidt
Printed Name: Michelle Schmidt
NOTARY PUBLIC
My Commission Expires: _____

OR BK 4785 PG0727
Escambia County, Florida
INSTRUMENT 2001-892811

CONSENT AND JOINDER

The Peoples Bank, as the holder of a Mortgage recorded in Official Records Book 4414, page 1129; by assignment of mortgage dated March 1, 2001 and recorded in Official Records Book 4776, Page 1786, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A, hereby acknowledges and consents to the ~~Declaration of Transfer of Density and Restrictive Covenant~~ Amendment to Easement as set forth hereinabove.

Witnesses:

THE PEOPLES BANK

Printed Name: Dana C. Matthews

By: Michael P. McCann
Its: Executive Vice President

Michelle Schmidt
Printed Name: Michelle Schmidt

STATE OF ALABAMA
COUNTY OF Houston

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Michael P. McCann, as Exec. Vice President of The Peoples Bank. He is personally known to me, or he has produced _____ as identification.

Rebecca L. Lee
Printed Name: Rebecca L. Lee
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR BK 4785 PG0728
Escambia County, Florida
INSTRUMENT 2001-892811

CONSENT AND JOINDER

Compass Bank, as the holder of a Mortgage from Destination, Inc. to First National Bank of Florida recorded in Official Records Book 4674, Page 1409; subsequently assigned to First American Bank of Walton County recorded in Official Records Book 4414, page 1116; and subsequently assigned to Compass Bank as recorded in Official Records Book _____, page _____, in the Public Records of Escambia County, Florida, on the foregoing described property, hereby acknowledges and consents to the Amendment to Easement as set forth hereinabove.

Witnesses:

COMPASS BANK

Printed Name: Dana C. Matthews

By: Martin R. Brown
Its: President
Asst. Vice

Michelle Schmidt
Printed Name: Michelle Schmidt

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Martin R. Brown, as Assistant Vice President of Compass Bank. He is personally known to me, or he has produced _____ as identification.

EDNA CARROLL NOTARY PUBLIC STATE AT LARGE

Edna Carroll
Printed Name: Edna Carroll
NOTARY PUBLIC
My Commission Expires: 5/16/02

RCD Oct 12, 2001 02:17 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-892811

12

55.50

OR BK 4785 PG0707
Escambia County, Florida
INSTRUMENT 2001-892810

DEED DOC STAMPS PD @ ESC CO $ 0.70
10/12/01 ERNIE LEE MAGAHA, CLERK
By:

This Instrument prepared by:
DANA C. MATTHEWS, ESQUIRE
Matthews & Hawkins, P.A.
607 Highway 98 East
Destin, FL 32541
850-837-3662

Ingress & Egress Easement Agreement

This Ingress & Egress Easement Agreement ("Agreement") is entered into this 11 day of October, 2001, by and between Destination, Inc., a Florida corporation (herein "Grantor"), and Gulf Spot Enterprise, Inc., a Florida corporation (herein "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Escambia County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located in Escambia County, Florida, more particularly described on Exhibit "B", attached hereto and made a part hereof ("Grantee's Property"); and

WHEREAS, Grantor intends to grant to Grantee a perpetual non exclusive easement and right-of-way upon and across that certain real property more particularly described on Exhibit "C", attached hereto and made a part hereof, on certain terms and conditions as more particularly set forth hereinbelow.

Rec. 55.50

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms, conditions, and reservations set forth below, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual non exclusive easement for ingress and egress and right of way upon and across the real property described on Exhibit "C" ("Easement Premises"), which right of way easement, rights and privileges herein granted shall be used for the purpose of providing pedestrian and vehicular ingress and egress, construction of roadways and sidewalks, installation, maintenance, and repair of utilities, and construction of signage, for the benefit of Grantee and its respective employees, tenants, servants, agents, suppliers, customers, invitees, successors and assigns, to and from Perdido Key Drive to Grantee's Property.

This grant is made subject to the following terms, conditions, and reservations:

1. The above recitations are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. Covenants Running with the Land. This instrument and the easement granted herein shall constitute a covenant running with the land and shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto.

3. The Easement Premises shall be used as a nonexclusive easement for ingress and egress of Motor Vehicles (herein defined), bicycles, mopeds, and pedestrians, over and across the Easement Premises. "Motor Vehicle" means an automobile, motorcycle, truck, trailer, semi-trailer, truck, tractor, and semi-trailer combination, or any other vehicle operated on the roads of the State of Florida, used to transport persons or property.

4. The Easement Premises may also be used for the installation, maintenance, repair, and replacement of utilities that benefit all or a portion of the Easement Premises, Grantor's Property, and Grantee's Property, including without limitation, water, sanitary, storm sewer, electric, gas, cable television, and telephone; provided, that all transmission, distribution, and other lines and pipes shall be placed underground. The Easement Premises may also be used for the construction of roadways, sidewalks and signage for the benefit of the Easement Premises, Grantor's property or Grantee's property.

5. The Easement Premises shall be for the benefit of the Grantor's Property, Grantee's Property and for the use and enjoyment of the owners of all or a portion of said property (including specifically, but not with limitation, the owners of residential dwelling units, condominium units, time share units and lodging units within said property) and their respective mortgagees, assignees, lessees, sublessees, licensees, contractors, subcontractors, agents, employees, and other invitees.

6. Indemnity. Grantee agrees that it will indemnify, defend, and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments, including reasonable attorney's fees, arising from Grantee's (or Grantee's respective employees, tenants, servants, agents, suppliers, customers, or invitees) use and enjoyment of the Easement Premises.

7. Liens. Grantee shall not permit any mechanic's, materialmen's, or other liens to be filed against the Easement Premises for work or materials furnished in connection with any improvements, maintenance, or repairs of the Easement Premises.

8. Right to Use Easement Premises. Grantor retains and reserves, unto itself as well as its successors, assigns, employees, tenants, servants, agents, suppliers, customers, or invitees, the right to continue to enjoy the use of the Easement Premises and any improvements hereafter constructed therein, for any and all purposes which do not interfere with and prevent the use by Grantee of the said Easement Premises. The rights retained by Grantor include, but are not limited to, the rights of ingress and egress over the Easement Premises and improvements thereto to Grantor's Property, the right to grant to others the rights of ingress and egress over the Easement Premises and the improvements thereto, the right to install roadways, sidewalks, utilities and signage in the Easement Premises, and the right to dedicate all or any portion of the Easement Premises to any city for use as a public street, road, or alley. If the Grantor, or any of Grantor's successors or assigns, shall dedicate all or any part of the Easement Premises, the Grantee, and its successors and assigns, shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the rights granted to Grantee herein.

9. Approval of Improvements. Grantor shall also have the right to designate and approve the location of any driveway, roadway, utility or other improvement to be made within the Easement Premises, whether such improvement is made by Grantor or Grantee, including but not limited to the exact location of the connection of any driveway or roadway with the right-of-way of Perdido Key Drive, and the plans and specifications pursuant to which any such improvements are to be constructed or installed, which designation and approval shall not be unreasonably withheld or delayed.

10. Heavy Use. In the event either party causes damage to any improvements to the Easement Premise as the result of heavy construction traffic or any other such use, then said party shall be responsible for the repair of any such damage, promptly and at its expense.

11. Attorney's Fees and Costs. If any party hereto shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the party so breaching it's obligation pursuant to this Agreement.

12. Amendment or Modification. This Agreement constitutes the entire agreement between the parties and any amendment or modification hereto must be in writing executed by both parties and recorded in the official records of Escambia County, Florida.

13. Governing Law, Venue. This Agreement has been entered into in the State of Florida and shall be construed in accordance with and governed by the laws thereof. Venue for any litigation arising pursuant to this Agreement shall be in Escambia County, Florida.

14. Grantee's Covenant to Perform. As evidenced by its signature hereinbelow, Grantee, on behalf of itself and its successors and assigns, covenants and agrees that it will promptly and faithfully abide by and perform each of the terms, covenants and agreements set forth herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below their signatures.

(Signatures appear on following pages)

WITNESSES:

Edna Carroll
Printed: Edna Carroll

Michelle Schmidt
Printed: Michelle Schmidt

DESTINATION, INC., a Florida corporation

By: _____
Its President

STATE OF ALABAMA
COUNTY OF Jefferson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared John S McCrory as President of Destination, Inc., a Florida corporation, on behalf of the coporation, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing Ingress & Egress Easement Agreement and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 11th day of October, 2001.

EDNA CARROLL NOTARY PUBLIC STATE AT LARGE

Edna Carroll
NOTARY PUBLIC
My Commission Expires: 5/16/02

OR BK 4785 PG0711
Escambia County, Florida
INSTRUMENT 2001-892810

WITNESSES:

PRINTED NAME: Dana C. Mathews

PRINTED NAME: Michelle Schmidt

GULF SPOT ENTERPRISE, INC.

By: Mike Adkinson
Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Mike Adkinson as President of Gulf Spot Enterprise, Inc., a Florida corporation on behalf of the corporation personally known to me, to be the person described in and who executed the foregoing Ingress & Egress Easement and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 11 day of October, 2001.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870048
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
My Commission Expires:_____

OR BK 4785 PG0712
Escambia County, Florida
INSTRUMENT 2001-892810

EXHIBIT "A"

Begin at the Southeast corner of Lot 76 of GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52 of the Public Records of Escambia County, Florida; Thence S 80° 59' 00" W along the Southerly lot line of said Lot 76 for 70.00 feet; thence departing from said southerly lot line, N 09° 01' 00" W for 591.84 feet; thence N 80° 59' 00" E for 328.94 feet to the east line of the aforesaid Lot 105; Thence S 00° 00' 00" W along the aforesaid east line for 396.75 feet to the southeast corner of Lot 105; Thence S 80° 59' 00" W, along the North line of Lot 77 for 195.66 feet to the northeasterly corner of said Lot 76; thence S 09° 01' 00" E along the easterly line of Lot 76 for 200.00 feet to the point of beginning. Containing 3.0 acres.

OR BK 4785 PG0713
Escambia County, Florida
INSTRUMENT 2001-892810

EXHIBIT "B"

All that portion of Lots 76 and Lot 105, GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52, of the Public Records of Escambia County, Florida, Lying in Section 34, Township 3 South, Range 32 West, Escambia County, Florida; less and except that certain real property more particularly described as follows:

Begin at the Southeast corner of Lot 76 of GULF BEACH SUBDIVISION, according to Plat Book 4, at Page 52 of the Public Records of Escambia County, Florida; Thence S 80° 59' 00" W along the Southerly lot line of said Lot 76 for 70.00 feet; thence departing from said southerly lot line, N 09° 01' 00" W for 591.84 feet; thence N 80° 59' 00" E for 328.94 feet to the east line of the aforesaid Lot 105; Thence S 00° 00' 00" W along the aforesaid east line for 396.75 feet to the southeast corner of Lot 105; Thence S 80° 59' 00" W, along the North line of Lot 77 for 195.66 feet to the northeasterly corner of said Lot 76; thence S 09° 01' 00" E along the easterly line of Lot 76 for 200.00 feet to the point of beginning. Containing 3.0 acres.

EXHIBIT "C" (PAGE 1 OF 2 PAGES)

NW

NORTHWEST FLORIDA
ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION



JOB # 9577

OR BK 4785 PG0714
Escambia County, Florida
INSTRUMENT 2001-892810

LEGAL DESCRIPTION

All that portion of lot 76, ' Gulf Beach Subdivision' according to Plat Book 4, at Page 52 of the public records of Escambia County, Florida, lying in Section 34, Township 3 South, Range 32 West, Escambia county, Florida.

BEGIN at the southeast corner of Lot 76 of 'Gulf Beach Subdivision', according to Plat Book 4, at Page 52, of the Public Records of Escambia County, Florida; thence S.80°59'00"W. along the southerly lot line of said lot 76 for 70.00 feet; thence departing from said southerly lot line, N.09°01'00"W. for 200.00 feet; thence N.80°59'00"E. along the northerly lot line of said lot 76 for 70.00 feet; thence S.09°01'00"E. along the easterly lot line of said lot 76 for 200.00 feet; to the **Point of Beginning.**

Containing 0.32 acres more or less.
Subject to easements, restrictions, reservations and rights-of-way of record.
Bearings are based on the northerly right-of-way line of 'Perdido Key Drive' (State Road #292) as being S.80°59'00"W.

Together with an additional parcel 50 feet by 70 feet as shown on the attached drawing.

Prepared by: SRG Check by: EWP

E. Wayne Parker 9/18/01

E. WAYNE PARKER, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3683 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

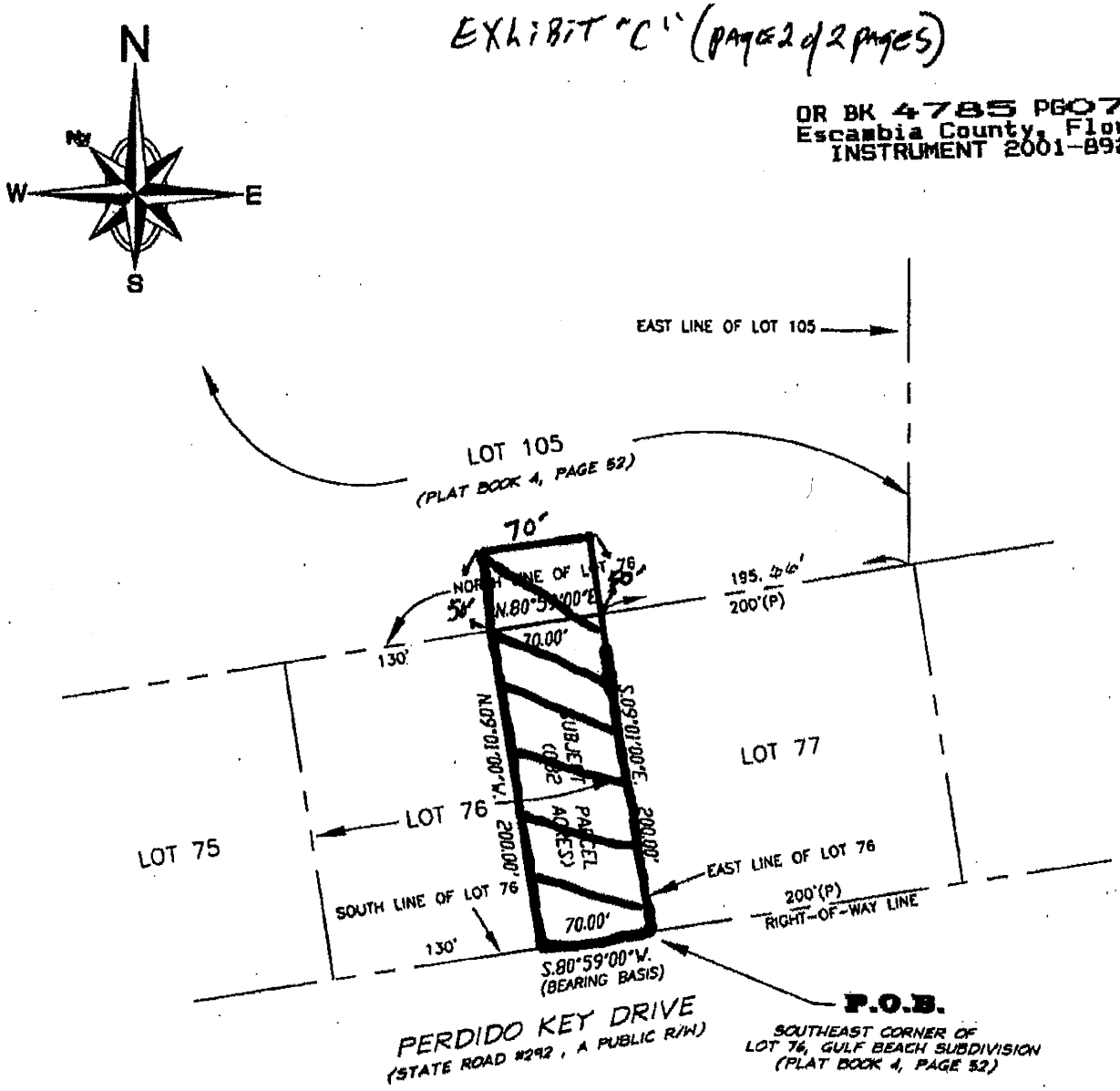
The parties agree to substitute for this legal description a certified, surveyed legal description together with an appropriate amendment to this instrument for that purpose.

1500 N. Palafox St., Pensacola, FL 32501 (850) 432-1052 FAX # (850) 433-6049 --- 105 Willing Street, Milton, FL 32570 (850) 626-9270 FAX # (850) 626-2297
nwffrt@bellsouth.net

WINDEMERE | JOB NO.: 9577

EXHIBIT "C" (PAGE 2 of 2 PAGES)

OR BK 4785 PG0715
Escambia County, Florida
INSTRUMENT 2001-892810



DENOTES

R/W -RIGHT OF WAY
(P.O.C.) - POINT OF COMMENCEMENT
(P.O.B.) - POINT OF BEGINNING
(N) - NORTH
(S) - SOUTH
(E) - EAST
(W) - WEST

SCALE:1"=100'

NOTE

THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND IS NOT TO BE USED AS A FIELD SURVEY.

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

1500 N. Palafox St.
Pensacola, Fl 32501
(850) 432-1052

105 Willing St.
Milton, Fl 32570
(850) 626-9270

OR BK 4785 PG0716
Escambia County, Florida
INSTRUMENT 2001-892810

CONSENT AND JOINDER

Compass Bank, as the holder of a Mortgage from Destination, Inc. to First National Bank of Florida recorded in Official Records Book 4674, Page 1409; subsequently assigned to First American Bank of Walton County recorded in Official Records Book 4414, page 1116; and subsequently assigned to Compass Bank as recorded in Official Records Book _____, page _____, in the Public Records of Escambia County, Florida, on the foregoing described property, hereby acknowledges and consents to the Ingress & Egress Easement Agreement as set forth hereinabove.

Witnesses:

Printed Name: Dana C. Matthews

Michelle Schmidt

Printed Name: Michelle Schmidt

COMPASS BANK

By: Martin R. Brown

Its: President
Asst. Vice

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Martin R. Brown, as Assistant Vice President of Compass Bank. He is personally known to me, or he has produced _____ as identification.

Edna Carroll

Printed Name: Edna Carroll
NOTARY PUBLIC
My Commission Expires: 5/16/02

EDNA CARROLL NOTARY PUBLIC STATE AT LARGE

Page 1

OR BK 4785 PG0717
Escambia County, Florida
INSTRUMENT 2001-892810

CONSENT AND JOINDER

United Capital Group of Florida, Inc., as the holder of that certain Mortgage recorded in Official Records Book 4414, page 1135, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A, hereby acknowledges and consents to the Ingress & Egress Easement Agreement as set forth hereinabove.

Witnesses:

Chris Cadenhead
Printed Name: Chris Cadenhead

Printed Name: Dana C. Mathews

UNITED CAPITAL GROUP OF FLORIDA, INC.

By: Richard Lipton
Its: President

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 11 day of October, 2001 by Richard Lipton, as President of United Capital Group of Florida, Inc. He is personally known to me, or he has produced _____ as identification.

MICHELLE M. SCHMIDT
MY COMMISSION # CC 870046
EXPIRES: September 9, 2003
Bonded Thru Notary Public Underwriters

Michelle Schmidt
Printed Name: Michelle Schmidt
NOTARY PUBLIC
My Commission Expires: _____

OR BK 4785 PG0718
Escambia County, Florida
INSTRUMENT 2001-892810

CONSENT AND JOINDER

The People's Bank of _____, as the holder of a Mortgage recorded in Official Records Book 4414, page 1129, in the Public Records of Escambia County, Florida, on the foregoing described Parcel A ~~and/or Parcel B~~, hereby acknowledges and consents to the ~~transfer of the residential density~~ as set forth hereinabove.

→ by assignment of mortgage dated March 1, 2001 and recorded in OR BK 4776, Pg. 1786)

Ingress & Egress Agreement

Witnesses:

_____
Printed Name: Dana C. Matthews

Michelle Schmidt
Printed Name: Michelle Schmidt

The PEOPLE'S BANK ~~OF~~
Clio, Alabama

By _____
Printed Name: MICHAEL P. MCCANN
Its: Executive Vice President

STATE OF Alabama
COUNTY OF Houston

The foregoing instrument was acknowledged before me this 11th day of October, 2001 by Michael P. McCann, as Exec Vice President of People's Bank of _____, a _____, on behalf of the _____. He is personally known to me, or he has produced _____ as identification.

[NOTARY SEAL]

Rebecca L Leslie
Printed Name: Rebecca L. Leslie
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 11, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires

RCD Oct 12, 2001 02:17 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-892810

Recorded in Public Records 09/07/2006 at 10:49 AM OR Book 5987 Page 199, Instrument #2006090736, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $103.50

Prepared By: J & T Holdings, LLC
1086 Longwood Drive
Woodstock, GA 30189

STATE OF FLORIDA
COUNTY OF

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the Department of the Army Permit No. SAJ-2004-12222 issued by the United States Army Corps of Engineers and Florida Department of Environmental Protection Permit No. 17-0241074-001-DF issued pursuant to the requirements of Chapter 403, Florida Statutes, and Chapter 62-312, Florida Administrative Code, to J & T Holdings LLC (Grantor), Grantor has granted to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Escambia County, Florida, as set forth in the survey attached hereto as Exhibit "A".

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Escambia County, Florida hereinafter referred to as the "Property" more specifically described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, construction of the facility in jurisdictional wetland areas is contingent upon consent of the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the property.

NOW THEREFORE, in consideration of the issuance of said permit to disturb and/or discharge fill material in those areas specified and attached hereto as Exhibit B and incorporated by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property

described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced and/or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit. To carry out this purpose the following rights are conveyed to Grantee and the U.S. Army Corps of Engineers by this easement:

   (a) To enter upon the Property in a reasonable manner and at a reasonable time to ensure compliance with this conservation easement; and

   (b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

   Except for such activities as authorized pursuant to the Department of the Army Permit No. SAJ-2004-12222 and the Florida Department of Environmental Protection Permit No. 17-0241074-001-DF including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

   i) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

   ii) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

   iii) Removal or destruction of trees, shrubs or other vegetation with the exception of nuisance and exotic plant species as may be required by the Grantee and with prior approval of the U.S. Army Corps of Engineers;

iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

v) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation;

vii) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and,

viii) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

2. The following activities are specifically authorized on the Property described in Exhibit "A" to enhance Perdido Key Beach Mouse habitat and non-jurisdictional wetland areas:

i) earthmoving to restore historic dune and swale habitat;

ii) installing plants native to Perdido Key;

iii) installing temporary irrigation systems to facilitate establishment of transplants

iv) installing fences for land management or habitat protection purposes; and

v) installing signs identifying restoration areas and objectives.

3. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

6. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by

and recoverable against Grantor, its heirs, successors, personal representatives or assigns. Jurisdiction for enforcement by the Florida Department of Environmental Protection shall be exclusively in the Second Judicial Court in Leon County.

8. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and the U.S. Army Corps of Engineers and that any forbearance on behalf of Grantee and the U.S. Army Corps of Engineers to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's and the U.S. Army Corps of Engineers' rights hereunder in the event of subsequent breach.
9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.
10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
11. All notices, consents, approvals or other communications hereunder shall be in writing to the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
12. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the property.
13. This conservation easement may be amended, altered, released or revoked only by written agreement between all the parties hereto.

14. The Grantee or the US Army Corps of Engineers by injunctive relief and other appropriate available remedies may enforce the terms and condition of this Conversation Easement.

SIGNATURE PAGE FOR CORPORATION

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

Signed, Sealed and Delivered
in our presence as witnesses:

GRANTOR

Original Signature of Executing Authority

JON FLAIG
Typed/Printed Name of Executing Authority

MANAGER
Title of Executing Authority

Nancy R Long
Original Signature of Witness

Nancy R. Long
Typed/Printed Name of Witness

Mary H Bricker
Original Signature of Witness

MARY H. BRICKER
Typed/Printed Name of Witness

STATE OF FLORIDA, COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 2 day of July 2006, 2006, 2nd of July 2006, a corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires: Jan 11
Notary Public, State of ~~Florida~~ GA

FRANCES WRIGHT
Notary Public, Cherokee County, Georgia
My Commission Expires March 26, 2007

Commission/Serial No. N/A

Printed, Typed or Stamped Name

NOTARY PUBLIC

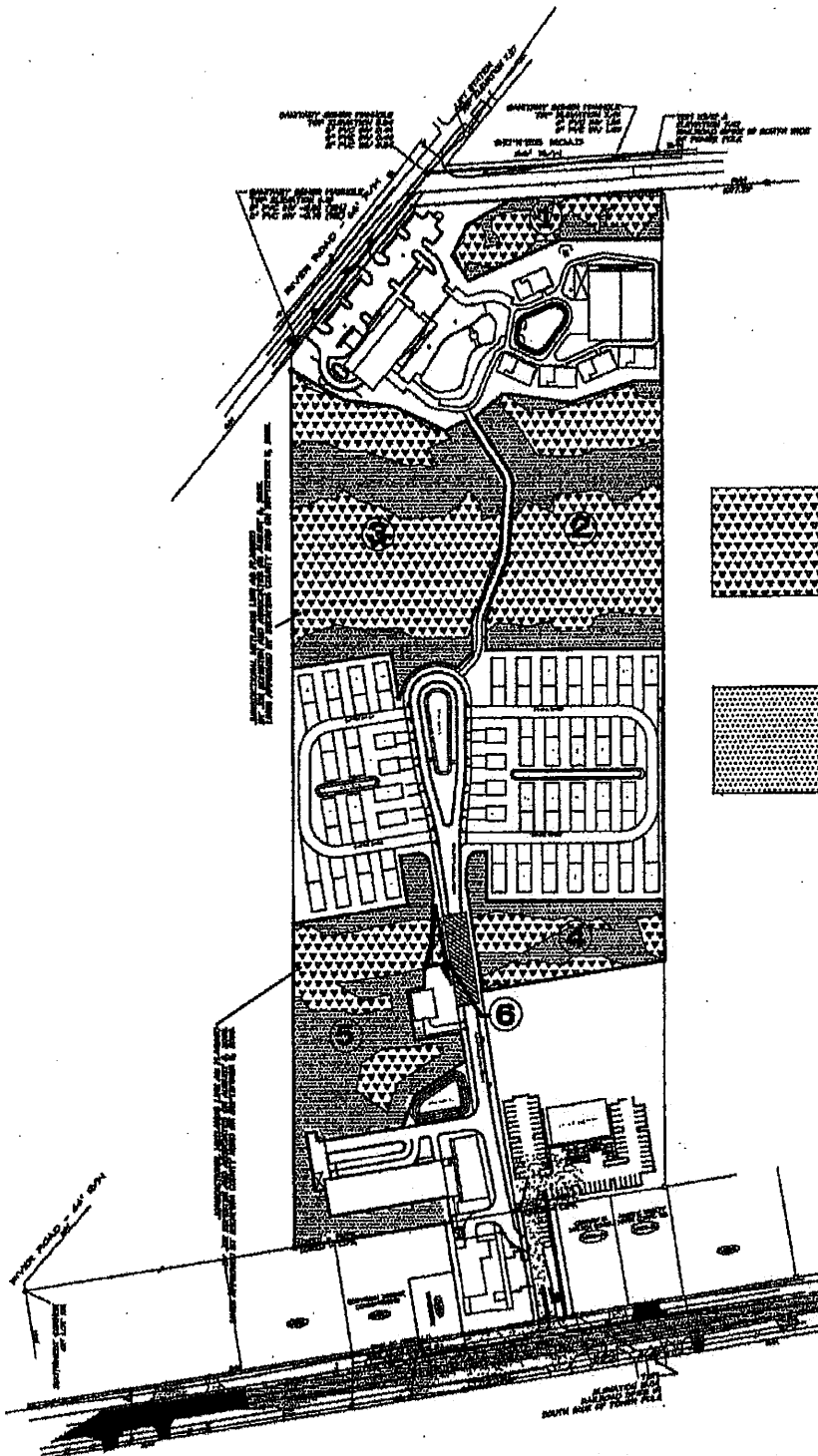
EXHIBIT A

FABRE ENGINEERING INC.
ENGINEERS • PLANNERS • SURVEYORS
119 GREGORY SQUARE • PENSACOLA, FLORIDA 32502-4915 • TEL:(850)433-6438 • FAX:(850)434-7842
L.B. NO. 0006679 L.B. NO. 0007215

CONSERVATION EASEMENT AREAS

N

SCALE : 1"=300'



LEGEND

- PROPOSED CONSERVATION EASEMENT - WETLANDS
  TOTAL AREA: 271,256 SF
  6.23 AC

- PROPOSED CONSERVATION EASEMENT - UPLANDS
  TOTAL AREA: 208,963 SF
  4.79 AC

TOTAL AREA OF PROPOSED CONSERVATION EASEMENT:

480,219 SF = 11.02 AC.

Dale E. Long
Florida P.E. #56393

THIS DRAWING IS THE PROPERTY OF FABRE ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
BAR IS ONE INCH ON ORIGINAL DRAWING 0——1" IF NOT, ADJUST SCALE ACCORDINGLY.

SCALE: NOTED	FILE: SEE ABOVE	DRAWN BY: DLM	DATE: RV 09/06/06	C-106 PLAN VIEW
JOB NUMBER: 030007-00-000		CHECKED BY: DM	06/27/05	

H:\2003\030007-00-000 Magnolia West\dwg\PERP Submittal Drawings\dwg\C-106.dwg 9/6/2006 12:26:26 PM CST

FABRE ENGINEERING INC.
ENGINEERS • PLANNERS • SURVEYORS
119 GREGORY SQUARE • PENSACOLA, FLORIDA 32502-4915 • TEL:(850)433-6458 • FAX:(850)434-7842
L.B. NO. 0006679 E.B. NO. 0007218

EASEMENT DESCRIPTIONS

EASEMENT 1

BEGIN AT THE NORTHEAST CORNER OF LOT 105, GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED S 00°04'11" W ALONG THE EAST LINE OF LOT 105, 83.90 FEET; THENCE S 89°45'29" W, 179.83 FEET; THENCE S 67°24'33" W, 177.93 FEET; THENCE N 34°51'59" W, 52.22 FEET; THENCE N 27°59'44" E, 58.88 FEET; THENCE N 61°52'11" E, 91.38 FEET; THENCE N 86°45'04" E, 266.26 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 31,326.67 SQUARE FEET, 0.719 ACRES.

EASEMENT 2

COMMENCE AT THE NORTHEAST CORNER OF LOT 105, GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED S 00°04'11" W, 329.21 FEET ALONG THE EAST LINE OF LOT 105 TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°04'11" W, 465.38 FEET; THENCE N 89°55'48" W ALONG EAST LINE OF LOT 105, 315.00 FEET; THENCE N 00°04'11" E, 49.46 FEET; THENCE N 22°56'38" E, 25.65 FEET; THENCE N 89°55'49" W, 4.88 FEET; THENCE N 22°56'38" E, 94.85 FEET; THENCE N 04°33'07" E, 127.30 FEET; THENCE N 14°42'43" W, 19.69 FEET; THENCE N 33°58'33" W, 115.73 FEET; THENCE N 51°10'29" E, 67.73 FEET; THENCE S 81°47'18" E, 118.32 FEET; THENCE N 71°47'32" E, 116.54 FEET; THENCE N 89°15'43" E, 52.41 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 129,553.49 SQUARE FEET, 2.974 ACRES.

EASEMENT 3

COMMENCE AT THE SOUTHWEST CORNER OF LOT 105, GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE N 00°04'11" E 1,015.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°04'11" E, 519.98 FEET; THENCE S 59°38'07" E, 105.90 FEET; THENCE S 81°59'35" E, 93.93 FEET; THENCE S 65°00'17" E, 97.84 FEET; THENCE N 65°14'41" E, 41.58 FEET; THENCE S 33°58'33" E, 110.96 FEET; THENCE S 24°20'38" E, 14.05 FEET; THENCE S 05°04'48" E, 14.05 FEET; THENCE S 04°33'07" W, 114.87 FEET; THENCE S 22°56'38" W, 99.01 FEET; THENCE N 89°55'49" W, 4.88 FEET; THENCE S 22°56'38" W, 20.16 FEET; THENCE S 00°04'11" W, 58.74 FEET; THENCE S 45°08'20" W, 40.09 FEET; THENCE WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH AN ARC LENGTH OF 125.99 FEET, WITH A RADIUS OF 66.00 FEET, WITH A CHORD BEARING OF S 66°59'31" W, WITH A CHORD LENGTH OF 107.72 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 10.87 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF S 27°52'47" W, WITH A CHORD LENGTH OF 10.74 FEET; THENCE N 08°58'34" W, 79.86 FEET; THENCE S 81°20'43" W, 176.94 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 156,706.35 SQUARE FEET, 3.597 ACRES.

EASEMENT 4

COMMENCE AT THE SOUTHEAST CORNER OF LOT 76 OF GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE S 81°01'26" W ALONG THE SOUTHERLY LOT LINE OF SAID LOT 76 FOR 70.00 FEET; THENCE DEPARTING FROM SAID SOUTHERLY LOT LINE, N 08°58'34" W FOR 591.84 FEET; THENCE N 81°01'26" E FOR 5.00 FEET TO THE POINT OF BEGINNING; THENCE N 10°31'05" W, 89.13 FEET; THENCE N 09°02'58" W, 76.68 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 60.49 FEET, WITH A RADIUS OF 223.24 FEET, WITH A CHORD BEARING OF N 01°12'49" W, WITH A CHORD LENGTH OF 60.30 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 29.15 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF N 48°18'32" E, WITH A CHORD LENGTH OF 26.64 FEET; THENCE S 89°55'49" E, 15.15 FEET; THENCE S 00°04'11" W, 85.00 FEET; THENCE S 89°55'49" E, 315.00 FEET; THENCE S 00°04'11" W, 105.39 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 47,041.23 SQUARE FEET, 1.080 ACRES

THIS DRAWING IS THE PROPERTY OF FABRE ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
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Dale E. Long
Florida P.E. #55393

SCALE: NOTED	FILE: SEE ABOVE	DRAWN BY: DLM	DATE: 09/05/06	C-107 DESCRIPTIONS
JOB NUMBER: 030007-00-000		CHECKED BY: DM		

H:\2003\030007-00-000 Magnolia West\dwg\FDEP Submittal Drawings\dwg\C-105.dwg 9/6/2006 10:43 PM CST

FABRE ENGINEERING INC.
ENGINEERS • PLANNERS • SURVEYORS
119 GREGORY SQUARE • PENSACOLA, FLORIDA 32502-4915 • TEL:(850)433-6438 • FAX:(850)434-7842
L.B. NO. 0006679 L.B. NO. 0007215

EASEMENT DESCRIPTIONS

EASEMENT 5

BEGINNING AT THE SOUTHWEST CORNER OF LOT 105, GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE N 00°04'11" E, ALONG THE WEST LINE OF SAID LOT 105 FOR 569.80 FEET; THENCE N 81°01'26" E, 205.47 FEET; THENCE N 08°58'34" W, 85.00 FEET; THENCE N 81°01'26" E, 28.87 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 31.39 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF S 54°00'46" E, WITH A CHORD LENGTH OF 28.27 FEET; THENCE S 09°02'58" E, 50.16 FEET; THENCE S 03°34'08" W, 85.80 FEET; THENCE S 12°27'38" W, 48.52 FEET; THENCE S 03°34'08" W, 34.12 FEET; THENCE S 81°01'26" W, 29.88 FEET; THENCE S 08°58'34" E, 87.67 FEET; THENCE N 81°01'26" E, 83.59 FEET; THENCE S 09°03'59" E, 49.96 FEET; THENCE S 56°30'12" W, 108.50 FEET; THENCE S 22°04'17" W, 59.54 FEET; THENCE S 80°59'11" W, 147.09 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 9.65 FEET WITH A RADIUS OF 6.00 FEET, WITH A BEARING OF N 52°57'11" W, WITH A CHORD LENGTH OF 8.64 FEET; THENCE N 06°53'33" W, 11.79 FEET; THENCE S 79°26'18" W, 18.51 FEET; THENCE S 08°44'18" E, 104.04 FEET; THENCE N 80°59'11" E, 18.50 FEET; THENCE S 09°00'49" E, 50.00 FEET; THENCE N 80°59'11" E, 211.02 FEET; THENCE S 09°00'49" E, 45.00 FEET; THENCE S 80°59'11" W, 282.56 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 114,118.23 SQUARE FEET, 2.620 ACRES.

EASEMENT 6

COMMENCE AT THE SOUTHWEST CORNER OF LOT 105, GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE N 00°04'11" E ALONG THE WEST LINE OF SAID LOT 105 FOR A DISTANCE OF 538.84 FEET; THENCE S 89°55'49" E, 248.67 FEET TO THE POINT OF BEGINNING; THENCE PROCEED N 03°34'08" E, 63.15 FEET; THENCE S 09°02'58" E, 128.50 FEET; THENCE N 27°35'26" W 26.08 FEET; THENCE S 76°28'52" W, 22.77 FEET; THENCE N 12°27'38" E, 46.48 FEET; THENCE N 03°34'08" E, 0.69 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1,473.70 SQUARE FEET, 0.034 ACRES.



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Dale E. Long
Florida P.E. #56393

SCALE: NOTED	FILE: SEE ABOVE	DRAWN BY: DLM	DATE: 09/05/06	C-108 DESCRIPTIONS
JOB NUMBER: 030007-00-000		CHECKED BY: DM		

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FABRE ENGINEERING INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS
119 GREGORY SQUARE ♦ PENSACOLA, FLORIDA 32502-4915 ♦ TEL:(850)433-6438 ♦ FAX:(850)434-7842
L.B. NO. 0006679 L.B. NO. 0007215

N

LEGEND

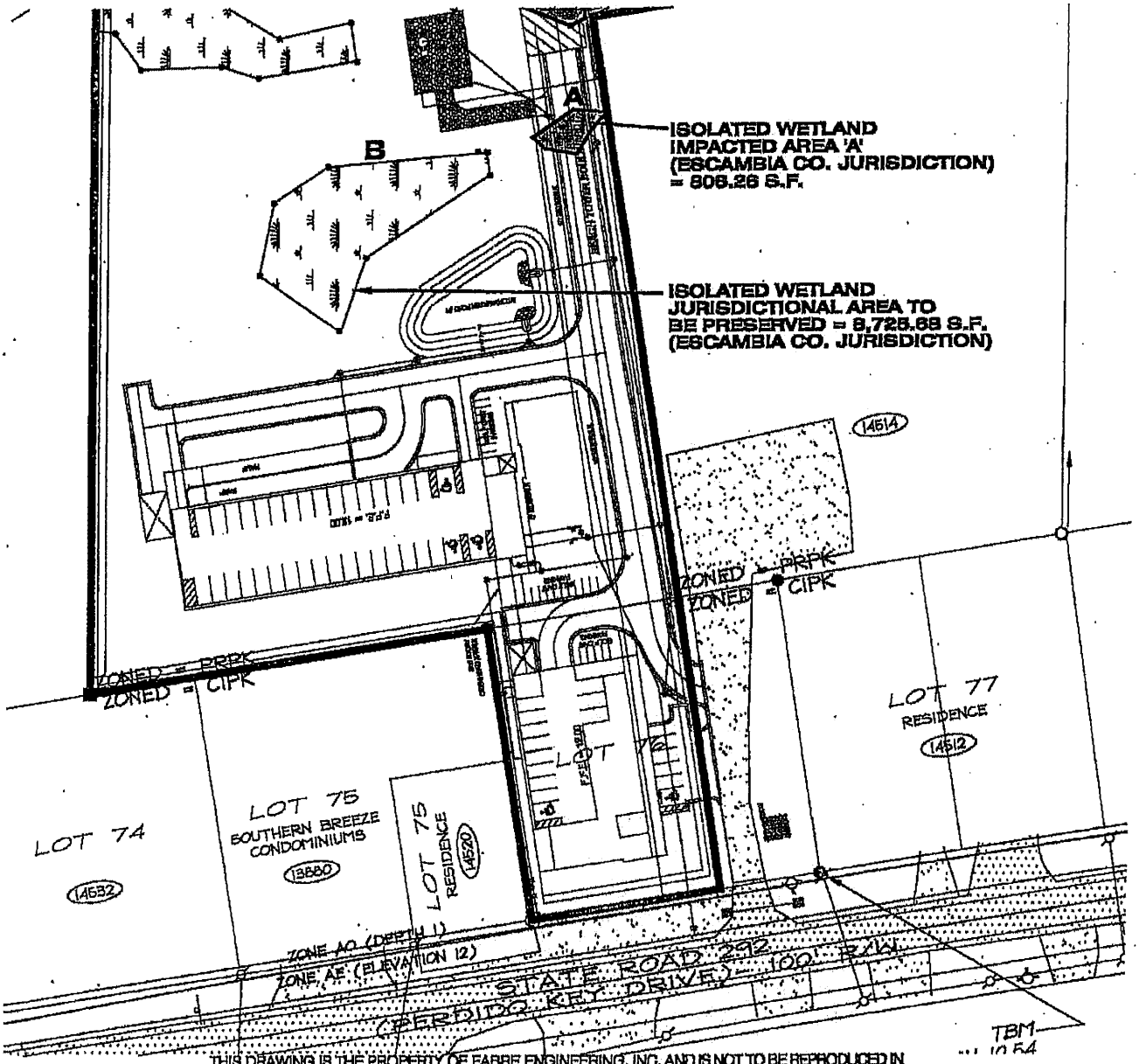
- JURISDICTIONAL AREA TO BE PRESERVED
- AREA OF JURISDICTIONAL IMPACT

EXHIBIT B

SCALE : 1"=100'

D.L.E. 8/2/05

FOR CONTINUATION SEE SHEET C-103



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Dale E. Long
Florida P.E. #65393

SCALE: NOTED	FILE: SEE ABOVE	DRAWN BY: DLM	DATE:

C-102 PLAN VIEW

N:\2003\03300\40-000 Regnolds Marketing\ENEP Submittal Drawings\dwg\C-100 plan view.dwg 6/28/2005 4:33:56 PM CST

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L.B. NO. 0006679 L.B. NO. 0007215

N

SCALE: 1"=100'

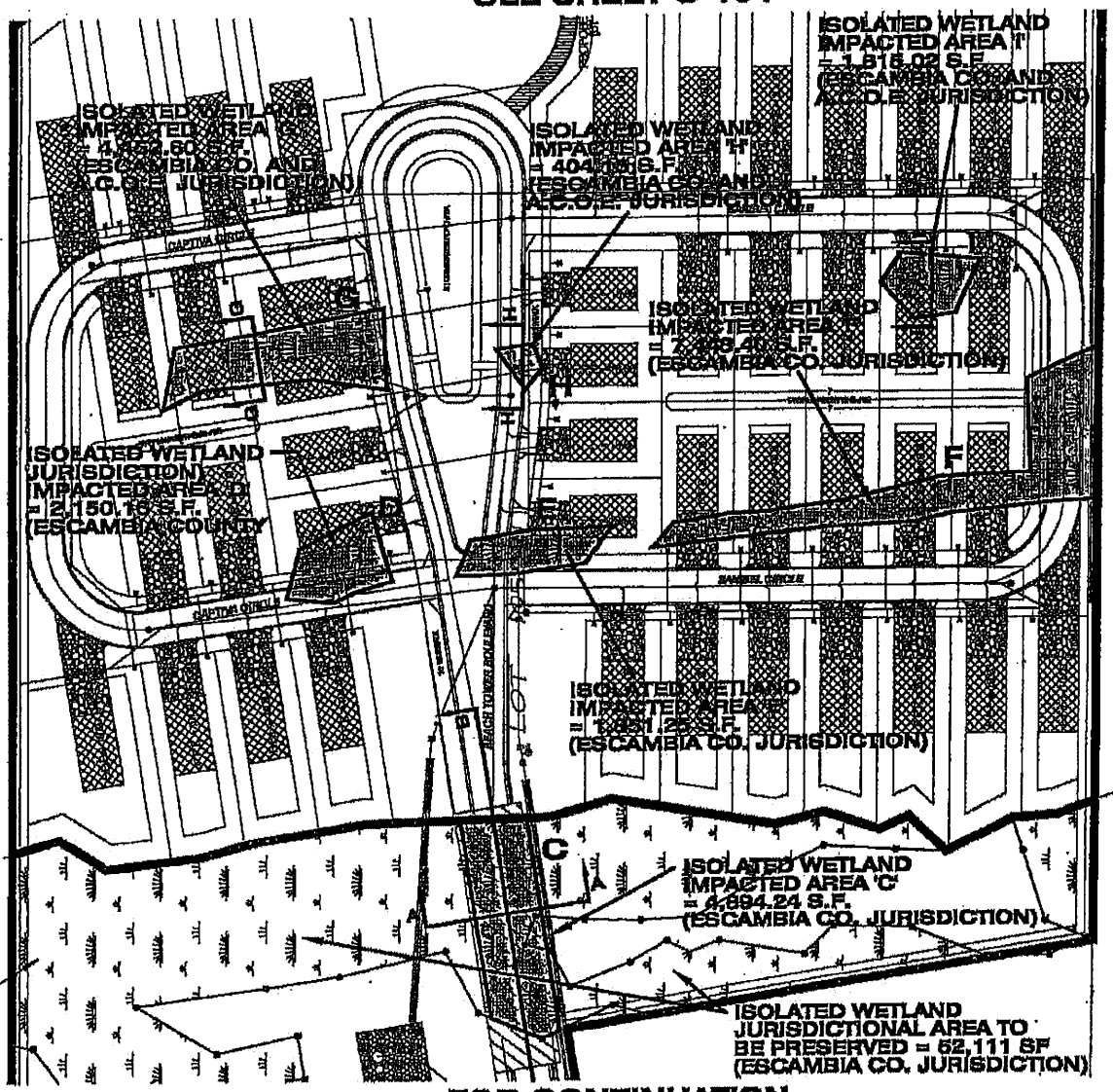
LEGEND

- JURISDICTIONAL AREA TO BE PRESERVED

- AREA OF JURISDICTIONAL IMPACT

Dale E. Long
8/2/06

FOR CONTINUATION SEE SHEET C-104



FOR CONTINUATION SEE SHEET C-102

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BAR IS ONE INCH ON ORIGINAL DRAWING 0 ——— 1" IF NOT, ADJUST SCALE ACCORDINGLY.

Dale E. Long
Florida P.E. #55393

SCALE: NOTED	FILE: SEE ABOVE	DRAWN BY: DLM	DATE: 08/27/05

C-103 PLAN VIEW

LINED APPROVED

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FABRE ENGINEERING INC.
ENGINEERS + PLANNERS + SURVEYORS
119 GREGORY SQUARE + PENSACOLA, FLORIDA 32502-4915 + TEL:(850)433-6438 + FAX:(850)434-7842
L.B. NO. 0005879 L.B. NO. 0007215

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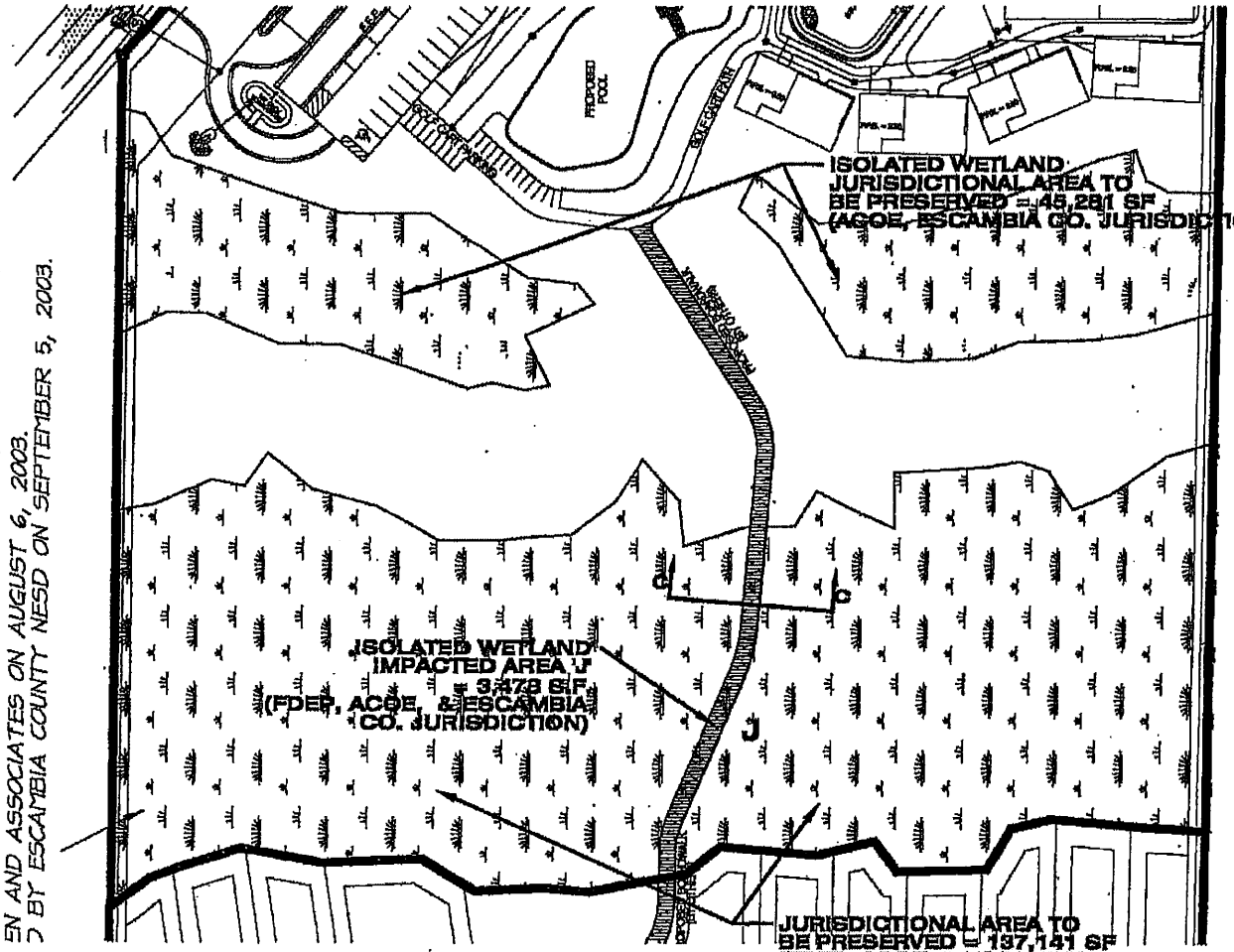
SCALE: 1"=100'

LEGEND

- JURISDICTIONAL AREA TO BE PRESERVED
- AREA OF JURISDICTIONAL IMPACT

S.L.E. 8/2/05

FOR CONTINUATION SEE SHEET C-105



FOR CONTINUATION SEE SHEET C-103

EN AND ASSOCIATES ON AUGUST 6, 2003.
D BY ESCAMBIA COUNTY NESD ON SEPTEMBER 5, 2003.

THIS DRAWING IS THE PROPERTY OF FABRE ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
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Dale E. Long
Florida P.E. #65383

SCALE NOTED | FILE: SEE ABOVE | DRAWN BY: DLM | DATE:

C-104 PLAN VIEW

act and deed.

Deed Book 67 Page 241

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office, the day and year, last above written.

(Notary seal) James C Barbour (SEAL)

Notary Public,

My Commission expires May,4th,1915.

DB67 P241

----------oOo----------

19656

Board of Education to J E Stillman. Filed for record Jan 29,1912 at 10 A M.

DEED No. 3740

KNOW ALL MEN BY THESE PRESENTS: That The Board of Education of the State of Florida, under the provisions of Sections 335 and 336 of the General Statutes of the State of Flori-da, for and in consideration of the sum of One Dollar per acre for 497 & 09/100 acres, One 25/100 per acre for 316 & 39/100 acres to them in hand paid by John E Stillman, of the Countyof Escambia, State of Florida, have granted, bargained, and sold, and do by these presents grant, bargain, sell and convey unto the said John E Stillman, his heirs and assigns, forever, the following described lands, to-wit:-

Lot numbered nine (9) of Section thirteen (13), Lots numbered one (1) and four (4) and the Southwest quarter of the SouthEast quarter of Section twenty-six (26), Lot numbered two (2) of section twenty-seven (27), Lots numbered two (2) three (3) and four (4) of Section thirty-three (33), Lots numbered one (1) two (2) three (3) and four (4) and the South half of the Northeast quarter of Section thirty-four (34), Lots numbered one (1) two (2) and three (3) and North half of Northeast quarter of Section thirty-five (35) and lot numbered one (1) of section thirty-six (36) all in township three (3) South range thirty-two (32) West, containing eight hundred thirteen & 48/100 acres and lying and being in the County of Escambia in said State of Florida.

TO HAVE AND TO HOLD The said lands unto the said John E Stillman, and his heirs and assigns, forever. SAVING AND RESERVING Unto the said Board of Education of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved March,3rd,1845, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may in the judgment of the said Board of Education of the State of Florida or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

D867
p240

AND FURTHER SAVING AND RESERVING, Unto the said Board of Education of the State of Florida, and their successors, and undivided three-fourths interest in and title to an un-divided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, The members of said Board have hereunto subscribed their names and affixed their seals, and have caused the seal of THE DEPARTMENT OF AGRICULTURE of THE STATE OF FLORIDA to be hereunto affixed at the Capitol, in the City of Tallahassee on this the fourteenth day of June, A.D.nineteen hundred and eleven.

Albert W Gilchrist, Governor. (L.S.)

(OFFICIAL SEAL OF THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA.)

H Clay Crawford, Secretary of State. (L.S.)

Park Trammell, Attorney-General (L.S.)

W V Knott, Treasurer (L.S.)

ATTEST:

W M Holloway, Superintendent of Public Instruction. (L.S.)

B E McLin, Commissioner of Agriculture.

----oOo----

19660

J W Hyer to W J Forbes. Filed for record Jan 29 1912 at 2:30 P M

STATE OF FLORIDA.

ESCAMBIA COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That, J W Hyer, for and in consideration of the sum of Five hundred ($500.00) Dollars, to me in hand paid by W J Forbes, receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell unto the said W J Forbes, the following machinery:

2-Boilers 48" x 16' - Dutch oven furnace -
1-Engine 18 x 22 - L.H.S.C. - Wicks Bros.-
1- " 16 x 24 - "
1-36" band saw
1-Perkins & Co.- hand-feed Shingle Machine
2-34" saws and collar
1-Filer & Sycwell Mill Carriage - 34' long - 4 head blocks- twin engine feed, cook & pinion.
1-DeLoach Log Haulup
1-Set live rolls - 14 - 10 x 20" -
1-Perkins Automatic Gummer
10 Circular Saws - 40 to 56" -
2-Saw tower Edger (inserted tooth)
1-slab conveyor - 450' - 3/4 x 6 chains - Iron Pan & drum .
1-Saw dust conveyor - 150' chains.
2-Lumber cars
1-M.ft. 8" "T" Rail
3-shingle packers
1-Perkins power bolter
- " Knee Bolter & saw
Dray Saw
(" x 9' Saws
1-Cross "D" Log Jack - 140' - 1¼ x 9" Chains & Bunks
1-King Rotary - 10 Block shingle Machine
1-dry kiln - complete - Pulleys, Belting- Shafting, etc.

All of the above property located at Bohemia, Escambia County, State of Florida.

TO HAVE AND TO HOLD The said granted and bargained machinery unto the said W J For-

GULF BEACH SUBDIVISION

A PORTION OF SECTIONS 14, 26, 27, 34 & 35,
T.9 S.-R.32 W. ESCAMBIA COUNTY, FLORIDA.

SCALE: 1" = 800'
J.W. COOK REGISTERED SURVEYOR
JUNE 1957
PENSACOLA, FLA.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

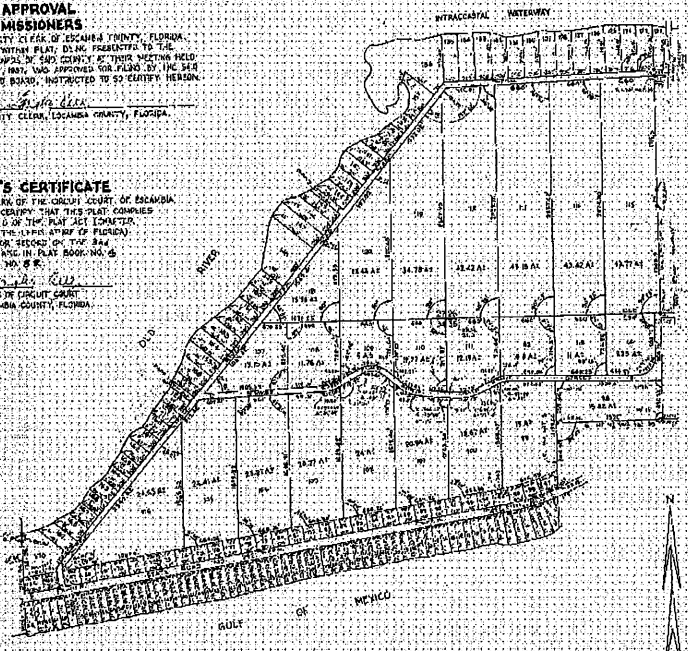
I, CAMPBELL BELL, COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT, DULY PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 9th DAY OF July, 1957, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF SAID BOARD, INSTRUCTED TO SO CERTIFY HEREON.

_____
COUNTY CLERK, ESCAMBIA COUNTY, FLORIDA.

COUNTY CLERK'S CERTIFICATE

I, FINLEY BELL, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THIS PLAT ACT (CHAPTER 177 OF THE 1955 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD ON THE 24th DAY OF July, 1957, AND IN PLAT BOOK NO. 6 OF SAID COUNTY AT PAGE NO. 52.

_____
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



DESCRIPTION

THAT PORTION OF FRACTIONAL SECTION 14 LYING SOUTH OF THE INTRACOASTAL CANAL AND WEST OF THE PENSACOLA-BAY BEACH HIGHWAY; THE SOUTH HALF OF THE SOUTHWEST QUARTER AND U.S. LOTS 2 AND 3 OF FRACTIONAL SECTION 26; ALL OF FRACTIONAL SECTIONS 27 AND 34; AND U.S. LOTS 2 AND 3 OF FRACTIONAL SECTION 35; ALL IN THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTH 1/2 OF THE NORTHEAST QUARTER LYING WEST OF THE PENSACOLA-GULF BEACH HIGHWAY AND U.S. LOT 5, ALL IN FRACTIONAL SECTION 35; ALL BEING IN TOWNSHIP 3 SOUTH, RANGE 32 WEST OF ESCAMBIA COUNTY, FLORIDA.

DEDICATION

THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, UNDER AND PURSUANT TO THE POWERS AND AUTHORITY CONTAINED IN THE PROVISIONS OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, APPROVED JUNE 30, 1949 (63 STAT. 377), AS AMENDED, AND REGULATIONS AND ORDERS PROMULGATED THEREUNDER, OWNER OF THE LAND HEREIN DESCRIBED AND SHOWN, DOES HEREBY ACKNOWLEDGE AND ADOPTS THIS PLAT THEREOF AND DEDICATES TO THE PUBLIC THE STREETS AND PARKS AS INDICATED HEREON.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____

_____

UNITED STATES OF AMERICA
ACTING BY AND THROUGH
ADMINISTRATOR OF GENERAL SERVICES

By: _____
FRANK G. O'HARA
REGIONAL COMMISSIONER
GENERAL SERVICES ADMINISTRATION
REGION IV, ATLANTA, GEORGIA.

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE SUBSCRIBER, PERSONALLY APPEARED FRANK G. O'HARA, TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE UNITED STATES OF AMERICA, AND ACKNOWLEDGED THAT HE, BEING DULY AUTHORIZED AS REGIONAL COMMISSIONER, GENERAL SERVICES ADMINISTRATION, REGION IV, ATLANTA, GEORGIA, EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN EXPRESSED AS THE FREE ACT AND DEED OF THE UNITED STATES OF AMERICA.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT OFFICE IN ATLANTA, GEORGIA, THIS THE 24 DAY OF June 1957.

_____
NOTARY PUBLIC
GEORGIA, STATE AT LARGE
MY COMMISSION EXPIRES: March 14, 1958

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND HEREIN DESCRIBED THAT SAID LAND HAS BEEN SURVEYED AND STAKED AS SHOWN; THAT PERMANENT REFERENCE MONUMENTS (INDICATED ●) AND LOT MARKERS (INDICATED ○) HAVE BEEN PLACED AS REQUIRED BY THIS PLAT ACT (CHAPTER 177 F.S.A.); THAT THE SEA IT MEANS THAT OR REMOTE; THAT THE TERM MEANS THAT THE SEA IT MEANS; THAT THE LINES OF ALL WATERWAYS LOTS EXTEND TO THE WATERWAYS; THAT THE LINES OF ALL LOTS ARE AS SHOWN; ANGLES ARE RADIAL TO STREET EDGE; THAT ALL LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO STREET LINES UNLESS OTHERWISE INDICATED; THAT DISTANCES SHOWN ON CURVES ARE ARC LENGTHS.

_____
J.W. COOK, LAND SURVEYOR
FLA. REG. CERTIFICATE NO. 466

A-52

PB 4 PG 52

Recorded in Public Records 01/12/2015 at 02:46 PM OR Book 7284 Page 1096, Instrument #2015002312, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $35.50

THIS DOCUMENT PREPARED BY:
Peter Fodor, Division Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

MEMORANDUM OF OPTION

For and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the parties hereto, FLORIDA PANHANDLE HOLDINGS, LLC, a Georgia limited liability company, whose address is 3442 Francis Road, Suite 160, Alpharetta, Georgia 30004 ("SELLER") has granted to **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 North Monroe Street, Tallahassee, Florida 32301 ("BUYER") the sole, exclusive and irrevocable option to purchase that certain real property and appurtenances thereto, comprising a total of approximately 23.46 acres in Escambia County, Florida described more fully in EXHIBIT "A" attached hereto and by this reference made a part hereof. The option herein referenced extends from the date hereof through 12:00 midnight on the date it expires. The option herein referenced is governed by the terms and conditions of a certain Option Agreement, dated the date hereof, between Buyer and Seller, which contains the following terms: Seller agrees that during the term of this Agreement it will take no action, or fail to take any action, which will further encumber the Property or any subpart thereof, including but not limited to: a) failing to pay any taxes or assessments as they come due; b) placing any further liens of any type on the Property, including the lien of any future advances or other additional debt under any mortgage; c) permitting any worker's or contractor's lien to be placed on the Property; and d) permit any change in zoning land use classification, or transfer of development rights, which would reduce the market value of the Property, unless previously agreed to in writing by Buyer.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Option to be executed and sealed by its duly authorized signatory(ies) on the 16th day of December, 2014.

REMAINDER OF THIS PAGE DELIBERATELY LEFT BLANK

Signed, sealed and delivered
in the presence of:

Signature of First Witness

Shane Sexton
Printed Name of First Witness

Signature of Second Witness

Meridith Ussery
Printed Name of Second Witness

SELLER: Florida Panhandle Holdings, LLC
a Georgia limited liability company

By:
Name: Larry W. Covington
Title: Manager
Date: December 15, 2014

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 15 day of December, 2014, by Larry W Covington, as Manager of Florida Panhandle Holdings, LLC, on behalf of said Trustees. Such person is personally known to me or produced Georgia Drivers License as identification.

Karlan Joy Rielly
Notary Public

(NOTARY SEAL)

KARLAN JOY RIELLY NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA JUNE 1, 2015

Signed, sealed and delivered in the presence of:

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

BUYER: **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**

By: Peter Fodor
Its: Division Legal Director
Date: 12-16-14

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16 day of December, 2014, by Peter Fodor, as Division Legal Director of **The Trust for Public Land, a nonprofit California corporation**, on behalf of the corporation. He is personally known to me.

Notary Public

(NOTARY SEAL)

STACY SAVOIE GAYHART
Notary Public - State of Florida
My Comm. Expires Oct 31, 2018
Commission # FF 138916
Bonded Through National Notary Assn.

EXHIBIT A

ALL THAT PORTION OF LOT 76 AND LOT 105, GULF BEACH SUBDIVISION ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; LESS AND EXCEPT THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 76 OF GULF BEACH SUBDIVISION, ACCORDING TO PLAT BOOK 4, PAGE 52, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE S 80° 59' 00" W ALONG THE SOUTHERLY LOT LINE OF SAID LOT 76 FOR 70.00 FEET; THENCE DEPARTING FROM SAID SOUTHERLY LOT LINE, N 09° 01' 00" W FOR 591.84 FEET; THENCE N 80° 59' 00" E FOR 328.94 FEET TO THE EAST LINE OF THE AFORESAID LOT 105; THENCE S 00° 00' 00" W ALONG THE AFORESAID EAST LINE FOR 396.75 FEET TO THE SOUTHEAST CORNER OF LOT 105; THENCE S 80° 59' 00" W, ALONG THE NORTH LINE OF LOT 77 FOR 195.66 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 76; THENCE S 09° 01' 00" E ALONG THE EASTERLY LINE OF LOT 76 FOR 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN EASEMENT BY AND BETWEEN DESTINATION, INC., A FLORIDA CORPORATION AND BRUCE G. WITKIND, DATED 5-21-99 AND FILED 5-24-99 AND RECORDED IN BOOK 4414, PAGE 1113; AMENDED IN BOOK 4785, PAGE 719 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

AND

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN INGRESS AND EGRESS EASEMENT AGREEMENT BY AND BETWEEN DESTINATION, INC., A FLORIDA CORPORATION AND GULF SPOT ENTERPRISES, INC., A FLORIDA CORPORATION DATED 10-11-01 AND FILED 10-12-01 AND RECORDED IN BOOK 4785, PAGE 707 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Chris Jones
Escambia County Property Appraiser

General Information

Reference: 143S321001001076
Account: 103551010
Owners: FLORIDA PANHANDLE HOLDINGS LLC
Mail: 3442 FRANCIS RD STE 160
ALPHARETTA, GA 30004
Situs: 14000 PERDIDO KEY BLK 32507
Use Code: NON-AG ACREAGE
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$0
Land:	$475,217
Total:	$475,217
Save Our Homes:	$475,217

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/18/2013	6992	1336	$55,100	CT	View Instr
02/25/2009	5987	199	$100	QC	View Instr
07/2003	5183	1356	$3,500,000	WD	View Instr
10/2001	4785	704	$2,600,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

LTS 76 & 105 LESS BEG AT SE CO R OF LT 76 S 80 DEG 59 MIN W A LG SLY LI 70 FT N 9 DEG 1 MIN W 591 84/100 FT N 80 DEG 59 MI...

Extra Features

None

Parcel Information

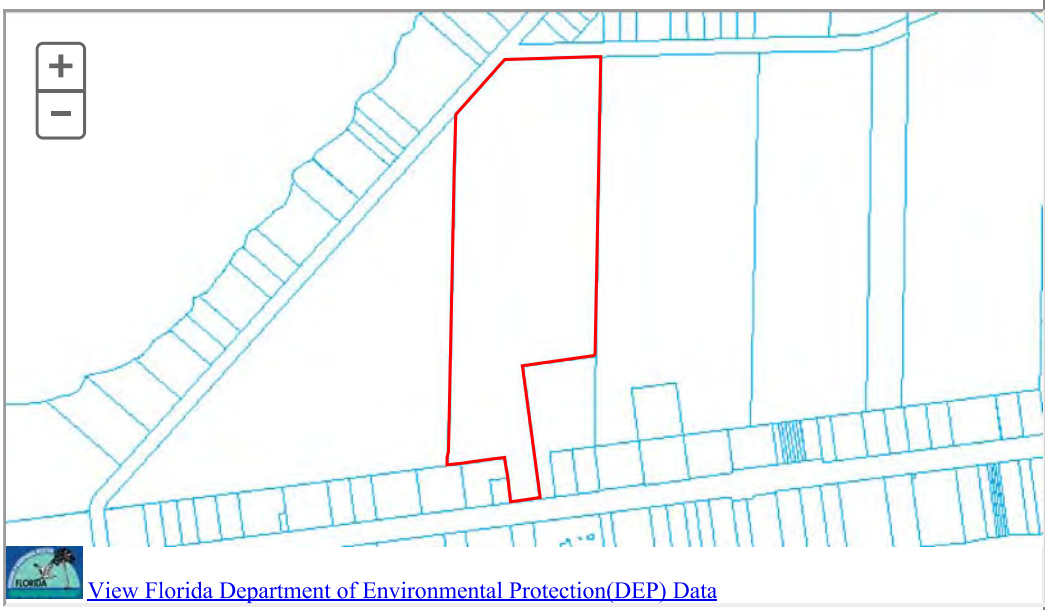
Launch Interactive Map

Section Map Id:
34-3S-32

Approx. Acreage:
23.4600

Zoned:
C-1PK
PRPK

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data



MAGNOLIA WEST PROPERTY
14000 BLOCK PERDIDO KEY DRIVE
VICINITY MAP (23.46 ACRES)

0 500 1,000 1,500 Ft

N
W E
S

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

VACANT LAND
14000 PERDIDO KEY DRIVE
PENSACOLA, FLORIDA
ESCAMBIA COUNTY

G. Daniel Green
& ASSOCIATES
COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497
Karen N. Johnson, State-Registered Trainee Appraiser RI23797

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Vacant Land
14000 Perdido Key Drive
Pensacola, Florida 32507
Escambia County

DATE OF OBSERVATION

February 5, 2015

REPORT DATE

February 6, 2015

CLIENT/INTENDED USER(S)

Mr. Larry W. Goodwin
Real Estate Acquisition Manager
Escambia County
3363 West Park Place
Pensacola, FL 32505

Prepared By:
Dan Green, MAI Certified General Real Estate Appraiser #RZ836

G. Daniel Green & Associates
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green
& ASSOCIATES
COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

February 6, 2015

Mr. Larry Goodwin
Real Estate Acquisition Manager
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: Vacant Land | 14000 Perdido Key Drive | Perdido Key | Escambia County Florida 32507

Dear Mr. Goodwin,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the Fee Simple interest in the above captioned subject property.

The purpose of the appraisal is to develop an opinion of the market value of the Fee Simple interest in the subject property based on a personal observation and information provided to our office, and the investigation and analyses undertaken, as of February 5, 2015, the Effective Date of this appraisal, subject to the attached assumptions and limiting conditions. The intended user is Mr. Larry Goodwin, Real Estate Acquisition Manager, Escambia County. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the Fee Simple interest in the subject property as of February 5, 2015 is:

$1,850,000
ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS
FINAL OPINION OF MARKET VALUE "AS-IS"
Fee Simple INTEREST
February 5, 2015

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679
gdanielgreen.com

We have been engaged by the Client, Mr. Larry W. Goodwin, Real Estate Acquisition Manager, Escambia County, Pensacola, FL, to formulate an opinion of the current 'As Is' market value of the Fee Simple interest in the subject site as of the effective date sited herein. The understood intended use of the appraisal is for the purpose of internal decision making pertaining to the subject property by Mr. Larry W. Goodwin and-or Escambia County Public Works. Under the guidelines of the *Uniform Standards of Professional Appraisal Practice* (USPAP) we, as appraisers, are given some flexibility as to what approaches we utilize in order to arrive at a credible opinion of value. Therefore, based on the purpose and intended use of the appraisal, the following is an Appraisal Report utilizing only the Direct Sales Comparison. The Cost and Income Approaches to value have been omitted because they are not necessary in order to arrive at a credible value opinion for the subject property as vacant land.

This appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2014 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this appraisal report includes all specifications in USPAP as defined in Standards Rule 2-2 (b) and through our scope of work we have concluded a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

In addition to the included assumptions and limiting conditions, the following also apply:

1. *The appraisal does not address unforeseeable events that could alter the property improvements and/or market conditions reflected in the analysis.*
2. *The appraisal does not address the personal property within the subject property (i.e. FFEI: Furniture, Fixtures, Equipment or Inventory) in the estimate of value (if any).*
3. *The appraiser is providing value opinions and conclusions within an extremely volatile market. These opinions and conclusions therefore are only effective for the effective date of the appraisal. The financial markets are in a great deal of "flux" any significant change in which could have a dramatic impact on value. The client is forewarned that there is a substantial amount of uncertainty with regard to any conclusions and projections necessary to arrive at the final opinion herein.*
4. *We have been informed that there is an easement however; we have not received proper supporting documents to confirm this. Information provided indicates that no conservation easement has been recorded relative to a reported 11+/- acre wetland area on the subject property. If subsequent information reveals the existence of a recorded conservation easement, or that the reported wetland area varies significantly by reason of survey or wetland expert information, I reserve the right to alter my opinion with regard to opinions and conclusions within this valuation.*
5. *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*
6. *We were not provided legal descriptions of the property being appraised. Therefore, we obtained a legal descriptions from the Certificate of Title dated April 25, 2012 (It is noted the legal descriptions are reversed on the Exhibit "A" of this instrument) pertaining to the subject property from the Escambia County Official records. It is an extraordinary assumption of the appraisal report that the legal description contained in the Certificate of Title dated April 25, 2012) is an accurate description of the subject property being appraised. If this is found to be incorrect, this report and all value indications herein may be considered void and subject to review.*

MARKETING AND EXPOSURE TIME

Marketing and exposure time for this property should be average for the area which, according to the public records is **TWELVE TO EIGHTEEN MONTHS**

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of the Appraisal Institute.

Due to the current market uncertainty in the US and local real estate economy, the opinions and conclusions herein are effective as of the appraisal date only.



G. Daniel Green, MAI SRA
State-Certified General Real
Estate Appraiser #RZ836

±23.46 ACRES VACANT LAND
PERDIDO KEY DRIVE
PERDIDO KEY, FLORIDA

APPRAISAL REPORT

PROPERTY

±23.46 Acres Vacant Land

LOCATION

14516/14518 Perdido Key Drive
Perdido Key, Florida 32507

EFFECTIVE DATE OF VALUE

February 6, 2015

DATE OF REPORT

February 17, 2015

PREPARED FOR

Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations

P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

February 17, 2015

Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

ATTN: Larry Goodwin, Real Estate Acquisition Manager

RE: Appraisal Report
±23.46 Acres Vacant Land
Perdido Key Drive, Perdido Key, Florida

Dear Mr. Goodwin:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. This report contains in summary explanations of the data, reasoning, and analyses that were used to develop the opinion of value. It also includes summary descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of inspection, February 6, 2015, is:

TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS

$2,350,000

The value indication of $2,350,000 is a current market value. At this value it is assumed that the exposure time is between nine and fifteen months. It is also assumed marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

PRESLEY-McKENNEY & ASSOCIATES, INC.

M. Eugene Presley, MAI, SRA

Digitally signed by M. Eugene Presley, MAI, SRA
DN: cn=M. Eugene Presley, MAI, SRA, o=Presley-McKenney + Associates, Inc., ou, email=semckenney@hotmail.com, c=US
Date: 2015.02.17 14:42:31 -06'00'

M. Eugene Presley, MAI, SRA
State-Certified General Real Estate Appraiser
#0000103

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Agreement with Lakeview Center, Inc.

Motion made by Commissioner May, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*, taking the following action concerning the *Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.* (Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410572, Object Code 53401):

A. Approving the *Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida and Lakeview Center, Inc.*;

B. Approving funding for the program, in the amount of $36,650, effective October 1, 2014, through September 30, 2015; the source of funding is Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation; other funding sources may be used once the $36,650 has been expended; a new Purchase Order will be submitted once additional treatments slots have been agreed upon by Lakeview Center, Inc., and Court Administration, not to exceed $20,000; the Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

C. Authorizing the Chairman, as the County's representative, to sign Amendments and requests for payment, or other related documents, as may be required.

9. SBA #058

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, adopting the Resolution *(R2015-10)* approving Supplemental Budget Amendment (SBA) #058, Perdido Key Beach Mouse Fund (117), in the amount of $1,900,000, to recognize proceeds from WCI Communities, LLC, and to appropriate these funds for future property purchases on Perdido Key.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8140 **County Administrator's Report** **12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Acceptance of Five Easements For Crescent Lake Dam Restoration Project
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of Five Easements for the Crescent Lake Dam Restoration Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of five easements located in the Crescent Lake area for dam restoration improvements:

A. Accept the donation of five easements located in the Crescent Lake area, from the following property owners, for dam restoration improvements:

Property Owner	Parcel Reference Number	Easement
1. Crescent Lake Preservation Association, Inc.	44-1S-30-3001-012-001	Stormwater Management Utility Easement
2. Sovran Acquisition Limited Partnership	44-1S-30-3001-000-000	Drainage & Access Easement
3. Sovran Acquisition Limited Partnership	44-1S-30-3001-000-000	Temporary Construction Easement
4. Michael E. and Judy L. Stephens	44-1S-30-3001-001-001	Drainage Easement
5. Michael E. and Judy L. Stephens	44-1S-30-3001-001-001	Temporary Construction Easement

B. Authorize the payment of documentary stamps because the properties are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of

documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easements, subject to Legal review and sign-off, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

Crescent Lake Dam Restoration Project is part of the Natural Resources Conservation Service and Emergency Watershed Protection (NRCS - EWP) program. The April 2014 storm event caused the 72-acre lake embankment to overflow, which caused the dam to fail. The dam failure resulted in downstream flooding, which left large deposits sediments and debris. The proposed action from the NRCS is to repair the breach in the embankment and install a concrete emergency spillway structure. They intend to sod and vegetate all disturbed areas and remove debris and sediment from the downstream channel to Michigan Avenue to prevent future flooding.

This project, which will be completed in three phases, will impact three parcels or property. The drainage and access easements and the temporary construction easements are all vital for this project to move forward. Phase One, scheduled to begin in June 2015, will consist of de-watering. Phase Two, which will begin in July 2015, will focus on debris and sediment removal. The final phase, project construction, will begin in September 2015 and will conclude in October 2015.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Easements will be approved as to form and legal sufficiency by the County Attorney's office prior to execution by the Chairman.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Crescent Lake Preservation Association Stormwater Easement
Sovran Drainage & Access Easement
Sovran Temporary Construction Easement
Stephens_Drainage Easement
Stephens_Temporary Construction
Aerial Map

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STORMWATER MANAGEMENT AND UTILITY EASEMENT
(Crescent Lake Dam Restoration Project)

THIS GRANT OF STORMWATER MANAGEMENT AND UTILITY EASEMENT is made this _____ day of _____, 2015, by and between Crescent Lake Preservation Association, Inc., a Florida non-profit corporation, whose address is P.O. Box 37441, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of real property (the Property) in Escambia County, Florida, more particularly described in the quitclaim deed recorded in Official Record Book 2542 at page 387 of the public records of Escambia County, Florida; and

WHEREAS, Grantee desires to use a portion of Grantor's Property for the purpose of access for persons and equipment and construction and maintenance of the stormwater management and utility structures shown on the attached Exhibit A, in connection with an emergency watershed protection project funded through a Natural Resources Conservation Grant from the United States Department of Agriculture; and

WHEREAS, Grantor has agreed to grant a Stormwater Management and Utility Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Grantee to Grantor, does grant to Grantee and its successors and assigns a perpetual, exclusive easement over the real property described in the attached Exhibit A for the purpose of constructing and maintaining the stormwater management and utility structures located within the easement area, including but not limited to the earthen dam, the primary overflow control and sluice gate structure, and the emergency overflow weir, together with the right of ingress and egress over and across the easement area and all other rights and privileges necessary and convenient for the purposes described above; provided, however, that the rights conveyed by this easement shall not include the right of access to the easement area or Crescent Lake for the public-at-large.

GRANTOR WARRANTS to Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has full authority necessary to grant this Stormwater Management and Utility Easement over the Property. Grantor agrees to indemnify and hold Grantee harmless from and against any demand, claim, suit, loss, or expense that may be asserted as a result of any alleged injury or damage to persons or property related to Grantee's use of the easement for the purposes of the emergency watershed protection project contemplated in this instrument.

Signed, sealed and delivered
in our presence as Witnesses:

Witness _____
Print Name Edwin W. Markwick

Witness _____
Print Name Laura Ziegenbein

GRANTOR:
Crescent Lake Preservation Association, Inc.

By: _____
Jim Greunke, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Jim Greunke as President of Crescent Lake Preservation Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (_) is personally known to me, or (_) has produced current Florida Drivers License as identification.

_____
Signature of Notary Public

Jan L Smith
Printed Name of Notary Public

(Notary Seal)
JAN L SMITH
Notary Public - State of Florida
My Comm. Expires Sep 25, 2015
Commission # EE 102860
Bonded Through National Notary Assn.

ACCEPTANCE

This Stormwater Management and Utility Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

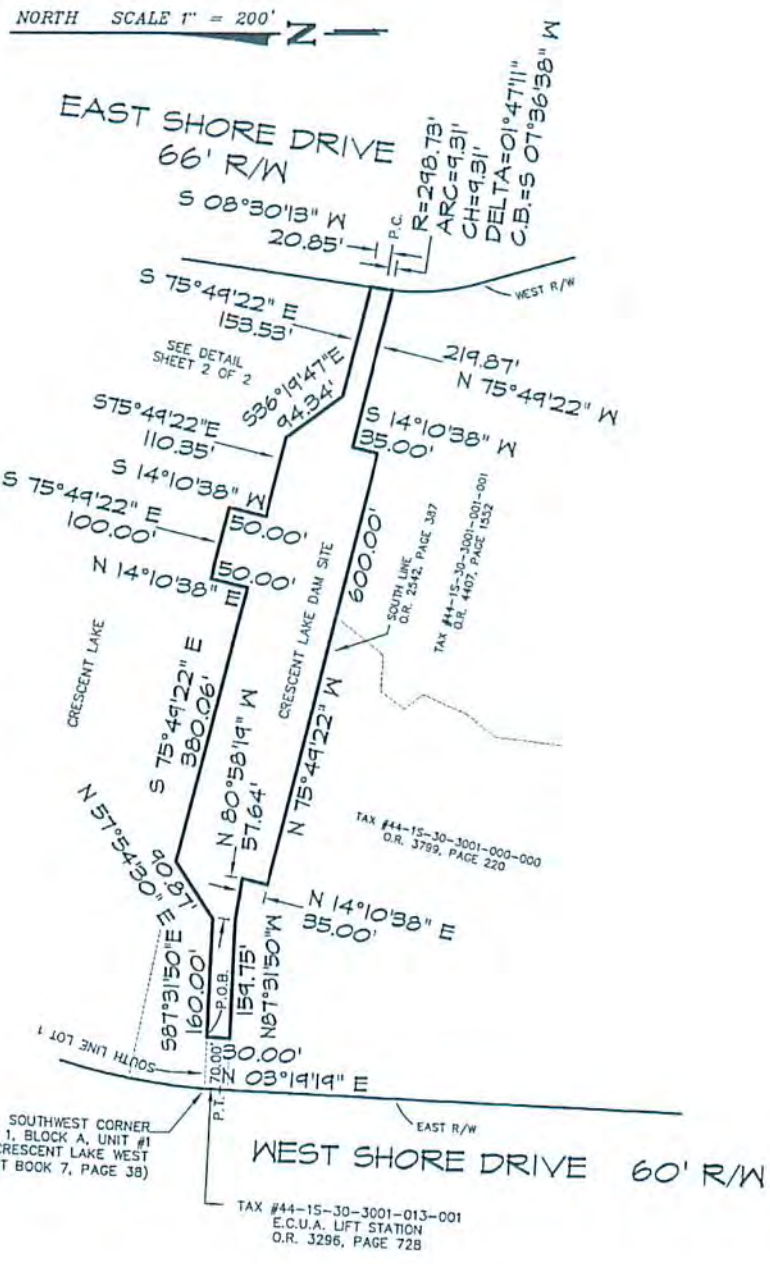
_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date May 12, 2015

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W

EXHIBIT A



Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT I CRESCENT LAKE WEST (P.B. 7, P. 38), UNIT #3 CRESCENT LAKE (P.B. 5, P. 7)

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

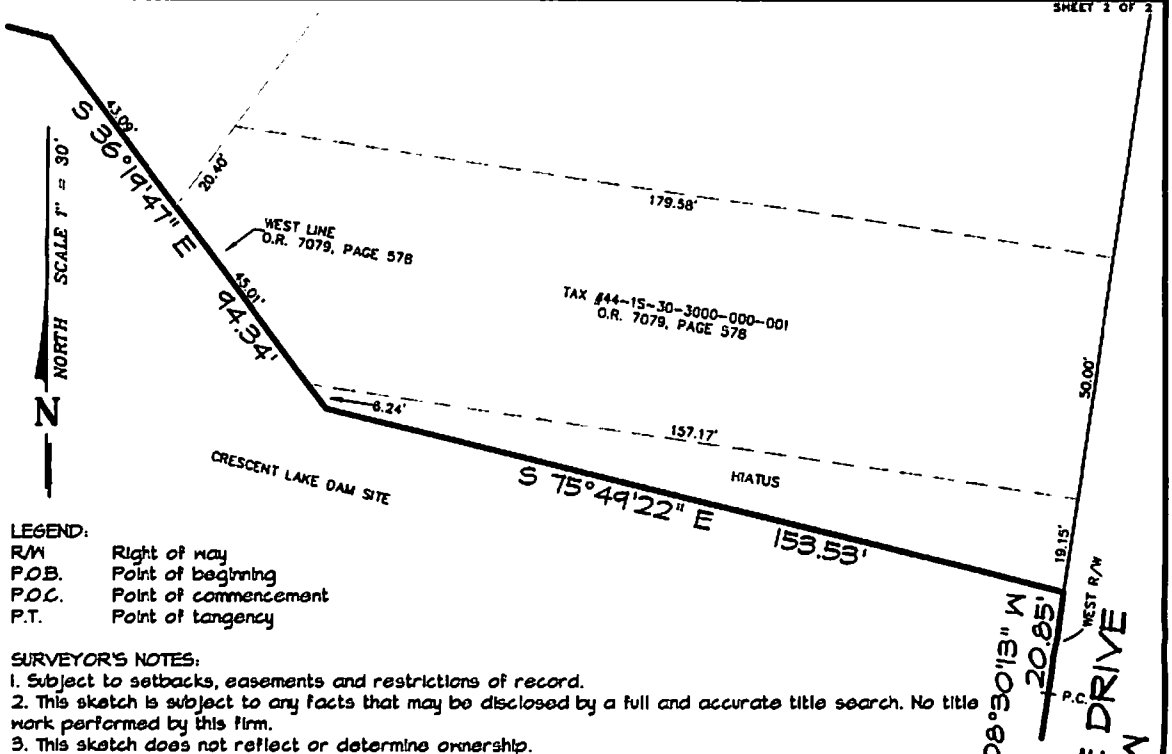
File No. A-14678 Scale 1" = 200'
Job No. 36256-15B
FB _____ PG _____
FB _____ PG _____
Ordered By ROBIN LAMBERT

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments
Date of Survey _____ Elevation Reference _____
Date of Plat 4-16-2015 Drawn By PMJ
Date of Revision _____ Checked By WJG

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.T.	Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 38 of the public records of said County; thence South 87 degrees 31'50" East along the south line of said Lot 1 for a distance of 70.00 feet to the northeast corner of Emerald Coast Utility Authority lift station site as recorded in Official Record Book 3296 at page 728 of the public records if said County for the point of beginning.

Thence continue South 87 degrees 31'50" East for a distance of 160.00 feet; thence North 57 degrees 54'30" East for a distance of 90.87 feet; thence South 75 degrees 49'22" East for a distance of 380.06 feet; thence North 14 degrees 10'38" East for a distance of 50.00 feet; thence South 75 degrees 49'22" East for a distance of 100.00 feet; thence South 14 degrees 10'38" West for a distance of 50.00 feet; thence South 75 degrees 49'22" East for a distance of 110.35 feet to the northwesterly extension of the westerly line of parcel described in Official Record Book 7079 at page 578 of the public records of said County; thence South 36 degrees 19'47" East along said westerly line and its northwesterly and southeasterly projections for a distance of 94.34 feet; thence South 75 degrees 49'22" East for a distance of 153.53 feet to the west right of way line of East Shore Drive (66' R/W); thence South 08 degrees 30'13" West (this course and the next course along said west right of way line) for a distance of 20.85 feet ot the point of curvature of a circular curve concave to the northeast, having a radius of 298.73 feet and delta angle of 01 degrees 47'11"; thence Southwesterly for an arc distance of 9.31 feet (chord distance of 9.31 feet and chord bearing of South 07 degrees 36'38" West) to the southerly line of Crescent Lake Dam Site as described in Official Record Book 2542 at page 387 of the public records of said County; thence North 75 degrees 49'22" West (this course and the next five courses along said south line of Crescent Lake dam site) for a distance of 219.87 feet; thence South 14 degrees 10'38" West for a distance of 35.00 feet; thence North 75 degrees 49'22" West for a distance of 600.00 feet; thence North 14 degrees 10'38" East for a distance of 35.00 feet; thence North 80 degrees 58'19" West for a distance of 57.64 feet; thence North 87 degrees 31'50" West for a distance of 159.75 feet to the southeast corner of the said Emerald Coast Utility Authory lift station site; thence North 03 degrees 19'19" East along the east line of said Emerald Coast Utility Authority lift station site for a distance of 30.00 feet to the point of beginning.

All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.22 acres, more or less.

Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE WEST (P.B. 7, P. 38), UNIT #3 CRESCENT LAKE (P.B. 5, P. 7)

Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

File No. A-14679 Scale 1" = 30'
Job No. 36256-15B
FB_____ PG_____
FB_____ PG_____
Ordered By ROBIN LAMBERT

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments_____
Date of Survey_____ Elevation Reference_____
Date of Plat 4-16-2015 Drawn By PMJ
Date of Revision_____ Checked By WJG

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Crescent Lake Dam Project
Uncle Bob's Storage
A Portion of 44-1S-30-3001-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT made this 12TH day of MAY, 2015, by and between SOVRAN ACQUISITION LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Delaware, whose mailing address is 6467 Main Street, Buffalo, New York 14221 ("Grantor") and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantee").

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine successors and assigns)

WITNESSETH

WHEREAS, Grantor is the owner of real property commonly known as 2295 West Michigan Avenue, Pensacola, Florida, being more particularly described in the deed into Grantor a copy of which is attached hereto as Exhibit A (the "Property"); and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to receive from Grantor, a permanent, non-exclusive drainage and access easement over and across portions of the Property identified in the attached Exhibit B (the "Easement Area") for the purpose of repairing and maintaining a drainage pipe, dam and flow control equipment and structures as constructed and installed as a part of the Crescent Lake Dam Restoration Project undertaken by Grantee, together with the right of ingress and egress over and across the Easement Area.

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Grantor does hereby grant to Grantee a permanent, non-exclusive drainage and access easement over and across the Easement Area, together with the right of ingress and egress, for the purpose of repairing and maintaining a drainage pipe, dam and flow control equipment and structures, which repair and maintenance Grantee shall perform, at Grantee's expense, as necessary to keep the same in good condition and working order.

2. Grantor also hereby grants to Grantee the right to clear, keep clear, and remove from the Easement Area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage pipe or any related structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the Easement Area, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage pipe or any related structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee, not to be unreasonably withheld, conditioned or delayed.

3. Any damage caused by Grantee, its agents, contractors, or employees, in connection with its, its agents', contractors' or employees', use of the Easement Area shall be promptly repaired by Grantee at Grantee's sole cost and expense.

4. Grantee shall not use the Easement Area in a manner that interferes with or disturbs Grantor's use of the Property, including Grantor's business operations.

5. Grantor hereby waives any right to compensation for Grantee's use of the Easement Area and an appraisal of the Easement Area.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:
Sovran Acquisition Limited Partnership
By: Sovran Holdings, its general partner

Witness Christine Lucci
Print Name Christine Lucci

Witness Kristen Richthammer
Print Name Kristen Richthammer

By: D. Rogers
DAVID Rogers, CEO

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me this 12th day of May, 2015, by David Rogers as CEO of Sovran Holdings, Inc., the General Partner of Sovran Acquisition Limited Partnership. He (X) is personally known to me, or (_) produced current _____ as identification.

Melissa R. Zizzo
Signature of Notary Public

MELISSA R. ZIZZO
Printed Name of Notary Public
No. 01ZI6311454
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Sept. 15, 2018

(Notary Seal)

ACCEPTANCE

This Drainage and Access Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

_____
Deputy Clerk

Doc #01-2860833.3
SAgi

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date May 14, 2015

EXHIBIT A

SENT BY: 11- 8-88 : 17:09 ; PHILLIPS,LYTLE 7166331660;#19

#70

OR Bk3799 Pg0220
INSTRUMENT 0022004

Michigan Avenue #70

WARRANTY DEED

Date: June 22, 1995

Grantor: COLONIAL EASTOVER, a North Carolina General Partnership

Grantor's Mailing Address: 1500 North Norwood
Building C, Suite 308
Hurst, Texas 76054

Grantee: SOVRAN ACQUISITION LIMITED PARTNERSHIP,
a Delaware Limited Partnership

D S PD 15,771.00
Rcpt 15.00 Rec 16.00
JUL V 12, 1995
Jim Boro, Comptroller
Escr: Jim 48-2[illegible]-27-01
By: [illegible] D.C.

Grantee's Mailing Address:

Consideration: TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration paid by Grantee to Grantor herein, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including and with any and all improvements, tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining):

That certain tract or parcel of real property more particularly situated in Section 44, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. All taxes, charges, assessments which are levied or assessed against the subject Property for tax year 1995 and subsequent years, which are not yet due and payable, the payment of which GRANTEE assumes.

2. All land use zoning and sub-division laws and ordinances which now or in the future affect the subject Property.

3. Those matters as shown on Survey dated April 20, 1995, made by Gary G. Allen Registered Land Surveyor, Inc., bearing Job Number 95-276:

   i. Encroachment of Sanitary Lift Station on the Southerly and Westerly boundary lines of adjoining property.

   ii. Encroachment of Island on Easterly boundary line.

CHICAGO TITLE INSURANCE COMPANY
200 WEST FORSYTH STREET
SUITE 1000
JACKSONVILLE, FLORIDA 32202

OR Bk3799 Pg0221
Instrument 00220040

iii. Fence on Westerly lot line encroaches adjoining property.

iv. Concrete wall encroaches onto adjoining property on Westerly and Southerly lot lines.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, bargains, sells, alleng, remises, releases, conveys and confirms the Property to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor, subject to and except for the reservations from and exceptions to conveyance and warranty, is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

WITNESSES:

Sandra Sue Sumner

Sandra Hopkins

COLONIAL EASTOVER, a North Carolina General Partnership

By: William Bryan Chandler
WILLIAM BRYAN CHANDLER
General Partner

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15th day of June, 1995 by WILLIAM BRYAN CHANDLER, General Partner of COLONIAL EASTOVER, a North Caroline General Partnership.

STACY D. TURNER
Notary Public
State of Texas
Commission Exp. 6-25-96

Stacy D. Turner
Notary Public, State of Texas
Notary's Name Printed:
STACY D. TURNER
My commission expires: 6-25-96

OR Bk3799 Pg0222
INSTRUMENT 00220040

Commence at the intersection of the Northerly right of way line of Michigan Avenue and the Easterly right of way line of West Shore Drive, Section 44, Township 1 South, Range 30 West, Escambia County, Florida; thence go South 69 degrees 08 minutes 22 seconds East along said Northerly right of way line of Michigan Avenue for a distance of 111.18 feet to a point of curvature of a curve having a radius of 2678.37 feet; thence go Southeasterly along said curve for an arc distance of 8.82 feet to point of beginning (central angle = 00 degrees 11 minutes 19 seconds, chord bearing = South 6 degrees 15 minutes 05 seconds East, chord = 8.81 feet); thence go North 28 degrees 48 minutes 26 seconds East for a distance of 288.83 feet; thence go North 69 degrees 32 minutes 28 seconds West, for a distance of 120.00 feet to the aforesaid Easterly right of way line of West Shore Drive; thence go North 28 degrees 48 minutes 28 seconds East along said right of way line a distance of 316.99 feet; thence go South 69 degrees 34 minutes 01 seconds East for a distance of 229.75 feet; thence go South 63 degrees 00 minutes 39 seconds East for a distance of 57.66 feet; thence go South 38 degrees 08 minutes 24 seconds West for a distance of 35.00 feet; thence go South 57 degrees 51 minutes 32 seconds East for a distance of 371.23 feet to the center line of the most Easterly existing stream; thence go South 56 degrees 19 minutes 28 seconds West along said center line for a distance of 82.49 feet; thence go North 68 degrees 34 minutes 55 seconds West along said centerline for a distance of 47.87 feet; thence go South 54 degrees 34 minutes 49 seconds West along said centerline for a distance of 38.51 feet; thence go South 19 degrees 16 minutes 47 seconds East, along said centerline for a distance of 31.71 feet; thence go South 41 degrees 49 minutes 18 seconds West along said centerline for a distance of 62.87 feet; thence go South 55 degrees 59 minutes 04 seconds West along said centerline for a distance of 51.39 feet; thence go South 25 degrees 06 minutes 36 seconds West along said centerline for a distance of 85.42 feet; thence go South 05 degrees 21 minutes 15 seconds East along said centerline for a distance of 64.56 feet; thence go South 57 degrees 15 minutes 42 seconds West along said centerline for a distance of 45.55 feet; thence go South 11 degrees 46 minutes 15 seconds West along said centerline of most Easterly existing stream for a distance of 22.57 feet to a point of intersection with the Northerly curved right of way line of Michigan Avenue, said point being on a curve having a radius of 2638.37 feet; thence go Northwesterly along said curved right of way line for an arc distance of 6.70 feet (central angle = 00 degrees 08 minutes 44 seconds chord bearing = North 77 degrees 24 minutes 32 seconds West, chord = 6.00 feet); thence go South 12 degrees 44 minutes 56 seconds West for a distance of 40.00 feet to a point of the aforesaid curved right of way line of Michigan Avenue having a radius of 2678.37 feet; thence go Northwesterly along said curved right of way line for an arc distance of 374.17 feet (central angle = 08 degrees 00 minutes 15 seconds, chord bearing = North 73 degrees 16 minutes 56 seconds West, chord = 171.86 feet) to the point of beginning.

Instrument 00220040
filed and recorded in the public records
JULY 12, 1996
at 11:40 A.M.
in book and page noted above or herein
and record verified
JIM MOYE
COMPTROLLER
Escambia County, Florida

EXHIBIT "A"

SENT BY: 11- 5-98 ; 17:10 ; PHILLIPS, LYTLE 7166331860;#22

CASH RECEIPT

Jim Hoye, Comptroller
ESCAMBIA COUNTY
P.O. BOX 1111 PENSACOLA, FL 32595

00062 07/12/95 13.00 RECORD Register 111
2.00 SPEC 8771.00 DEED
.00 MORT
.00 INTA .00 DOCL
.00 DASS .00 DEP
.00 PHOT .00 MICR
.00 NOT .00 CLRK
.00 SRCH .00 MISC
INSTRUMENT 00220040 BOOK 3799 PAGE 0220 FOR 3 PAGE(s)
8,786.00 TOTAL FEES

Reg 111 Instrument 002200
Bk3799 Pg0220 Pg0221

Bk3799 Pg0222

EXHIBIT B

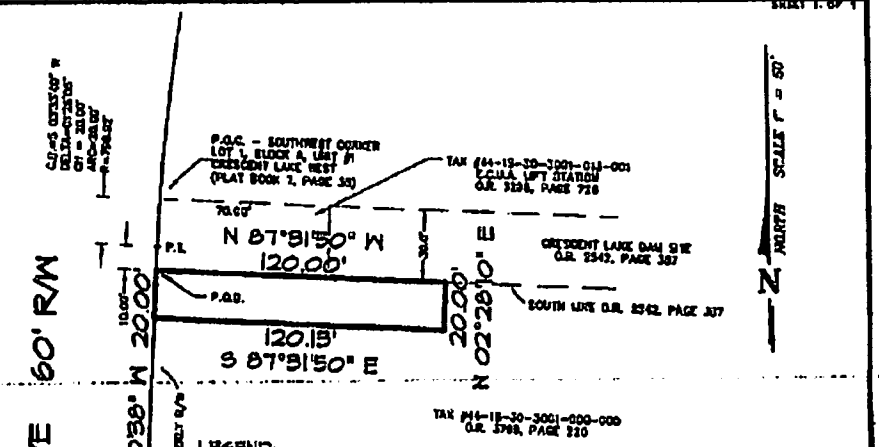
(Follows on next 2 pages)

Access

PITTMAN, GLAZE AND ASSOCIATES, INC.

LAND SURVEYORS
3700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone (850) 434-6565
Fax (850) 434-6441
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.T.	Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that might be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 38 of the public records of said County and being on the easterly right of way line of West Shore Drive (60'R/W), said point being on a circular curve concave to the southeast, having a radius of 748.92 feet and delta angle of 01 degrees 26'05", thence Southwesterly (this course and the next course along said easterly right of way line) for an arc distance of 20.00 feet (chord distance of 20.00 feet and chord bearing of South 03 degrees 88'40" West) to the point of tangency; thence South 02 degrees 90'88" West for a distance of 10.00 feet to the south line of Emerald Coast Utility Authority Lift Station Site described in Official Record Book 3296 at page 728 of the public records of said County for the point of beginning.

Thence continue South 02 degrees 50'38" West for a distance of 20.00 feet; thence South 87 degrees 31'50" East for a distance of 120.19 feet; thence North 02 degrees 28'10" East for a distance of 20.00 feet to the south line of Crescent Lake Dam Site described in Official Record Book 2542 at page 387 of the public records of said County; thence North 87 degrees 31'50" West along said south line and the south line of said Lift Station Site for a distance of 120.00 feet to the point of beginning.

All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.06 acres, more or less.

PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE

Source of Information: WEST (P.B. 7, P. 38)
Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #8190

File No. A-14677 Scale: 1" = 60'
Job No. 96256-15B
FB _____ PG. _____
FB _____ PG. _____
Ordered By ROBIN LAMBERT
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments _____
Date of Survey _____ Elevation Reference _____
Date of Plat 4-16-2015 Drawn By PMJ
Date of Revision _____ Checked By WJG

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Drainage

PITTMAN, GLAZE AND ASSOCIATES, INC.

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 1
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6665
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

P.O.C. = SOUTHWEST CORNER LOT 1, BLOCK A, UNIT #1 CRESCENT LAKE WEST (PLAT BOOK 7, PAGE 98)

LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.T. Point of tangency

WEST SHORE DRIVE 60' R/W

LEGAL DESCRIPTION:
That portion of:
Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 98 of the public records of said County and being on the easterly right of way line of West Shore Drive (60' R/W), said point being on a circular curve concave to the southeast, having a radius of 745.40 feet and delta angle of 01 degrees 26'27" Thence Southwesterly (the course and the next course along said easterly right of way line) for an arc distance of 20.00 feet (chord distance of 20.00 feet and chord bearing of South 03 degrees 03'40" West) to the point of tangency; thence South 02 degrees 30'53" West for a distance of 10.00 feet to the south line of Crescent Lake dam site as described in Official Record Book 2942 at page 591 of the public records of said County; thence South 81 degrees 51'50" East (this course and the next four courses along said south line of Crescent Lake dam site) for a distance of 224.75 feet; thence South 80 degrees 30'11" East for a distance of 91.84 feet; thence South 14 degrees 10'30" West for a distance of 53.00 feet; thence South 78 degrees 44'22" East for a distance of 244.86 feet for the point of beginning.
Thence continue South 75 degrees 44'22" East for a distance of 150.19 feet; thence South 11 degrees 02'10" West for a distance of 420.84 feet to the northerly right of way line of Michigan Avenue (State Road #5-296, R/W varies), said point being on a circular curve concave to the northwest, having a radius of 2678.57 feet and delta angle of 01 degrees 49'16"; thence Southwesterly (the course and the next two courses along said right of way line of Michigan Avenue) for an arc distance of 85.10 feet (chord distance of 85.09 feet and chord bearing of South 83 degrees 41'55" West); thence South 09 degrees 16'41" East for a distance of 40.00 feet to a point on a circular curve concave to the northwest, having a radius of 2618.57 feet and delta angle of 02 degrees 02'21"; thence Southwest for an arc distance of 93.92 feet (chord distance of 93.92 feet and chord bearing of South 85 degrees 44'52" West); thence North 11 degrees 02'10" East for a distance of 517.71 feet to the point of beginning.
All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.69 acres, more or less.
Lying within the parcel described in Official Record Book 6744 at page 220 of the public records of Escambia County, Florida.

S 75°49'22" E 150.19'
P.O.B.
N 11°02'10" E 517.71'
1.69+/- ACRES
APPROXIMATE CENTERLINE OF CREEK
420.84'
S 11°02'10" W
R=2678.57'
ARC=85.10'
CH=85.09'
DELTA=01°49'16"
C.B.=S 83°49'58" W
N
SCALE: 1" = 100'
S 09°16'41" E 40.00'
R=2678.57'
ARC=93.92'
CH=93.92'
DELTA=02°02'21"
C.B.=S 85°44'52" W
NORTHERLY R/W

MICHIGAN AVENUE STATE ROAD #S-296
R/W VARIES

PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE

Source of Information: WEST (P.B. 7, P. 98)
Measurements made in accordance to United States Standards.

FB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6180

File No. A-14697 Scale 1" = 100'
Job No. 98256-15C
FB PG
FB PG
Ordered By ROBIN LAMBERT
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments
Date of Survey Elevation Reference
Date of Plat 4-23-2015 Drawn By PMJ
Date of Revision Checked By WJG

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

This Document Was Prepared by:
Escambia County
Stacey S. Ward
3363 West Park Place
Pensacola, FL 32505

Crescent Lake Dam Project
Uncle Bob's Storage
A Portion of 44-1S-30-3001-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 12th day of MAY, 2015, by and between SOVRAN ACQUISITION LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Delaware, whose address is 6467 Main Street, Buffalo, New York 14221 ("Grantor") and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantee").

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine successors and assigns)

WITNESSETH

WHEREAS, Grantor is the owner of real property commonly known as 2295 West Michigan Avenue, Pensacola, Florida, and being more particularly described in the deed into Grantor a copy of which is attached hereto as Exhibit A (the "Property"); and

WHEREAS, Grantee desires to enter upon a portion of the Property for the purpose of undertaking the Crescent Lake Dam Restoration Project; and

WHEREAS, Grantor desires to grant a temporary construction easement to Grantee over and across a portion of the Property identified in the attached Exhibit B (the "Easement Area") for the purpose of undertaking the Crescent Lake Dam Restoration Project.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the parties agree as follows:

1. Grantor hereby grants to Grantee a temporary, non-exclusive construction and repair easement over and across the Easement Area for the sole purpose of undertaking the Crescent Lake Dam Restoration Project which involves repairing and constructing, at Grantee's sole cost and expense, a storm water drainage pipe, dam and flow control equipment and structures, and removing debris, earth and sediment.

2. This Temporary Construction Easement shall expire upon the earlier of the completion of the Crescent Lake Dam Restoration Project or December 31, 2015.

3. Prior to expiration of this Temporary Construction Easement, Grantee shall stabilize the disturbed areas located in the Easement Area and otherwise return the Easement Area substantially to the condition that existed prior to the execution of this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.

4. Grantee shall not use the Easement Area in a manner that interferes with or disturbs Grantor's use of the Property, including Grantor's business operations.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTOR:
Sovran Acquisition Limited Partnership
By: Sovran Holdings, its general partner

Witness Christine Lucci
Print Name Christine Lucci

By: David Rogers
DAVID Rogers, CEO

Witness Kristen Richthammer
Print Name Kristen Richthammer

STATE OF New York
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 12th day of May, 2015, by David Rogers as CEO of Sovran Holdings, Inc., the General Partner of Sovran Acquisition Limited Partnership. He (X) is personally known to me, or (_) produced current _____ as identification.

Melissa R. Zizzo
Signature of Notary Public

Printed Name of Notary Public

MELISSA R. ZIZZO
No. 01ZI6311454
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Sept. 15, 2018

(Notary Seal)

ACCEPTANCE

This Temporary Construction Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

Doc #01-2860834.3
SAgi

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date May 14, 2015

EXHIBIT A

#70

OR Bk3799 Pg0220
INSTRUMENT 00220040

Michigan Avenue #70

WARRANTY DEED

Date: June 22, 1995

Grantor: COLONIAL EASTOVER, a North Carolina General Partnership

Grantor's Mailing Address: 1500 North Norwood
Building C, Suite 308
Hurst, Texas 76054

Grantee: SOVRAN ACQUISITION LIMITED PARTNERSHIP,
a Delaware Limited Partnership

Grantee's Mailing Address:

D S PD $1,771.00
Rec 10.50 11:00 11.00
JULY 12, 1995
Jim Boyd, Controller
Cert.Dig.#0-2010111-27-01
By: M.Mackey D.C.

Consideration: TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration paid by Grantee to Grantor herein, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including and with any and all improvements, tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining):

That certain tract or parcel of real property more particularly situated in Section 44, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. All taxes, charges, assessments which are levied or assessed against the subject Property for tax year 1995 and subsequent years, which are not yet due and payable, the payment of which GRANTEE assumes.

2. All land use zoning and sub-division laws and ordinances which now or in the future affect the subject Property.

3. Those matters as shown on Survey dated April 20, 1995, made by Gary G. Allen Registered Land Surveyor, Inc., bearing Job Number 95-276:

   i. Encroachment of Sanitary Lift Station on the Southerly and Westerly boundary lines of adjoining property.

   ii. Encroachment of Island on Easterly boundary line.

CHICAGO TITLE INSURANCE COMPANY
200 WEST FORSYTH STREET
SUITE 1000
JACKSONVILLE, FLORIDA 32202

OR Bk3799 Pg0221
Instrument 00220040

iii. Fence on Westerly lot line encroaches adjoining property.

iv. Concrete wall encroaches onto adjoining property on Westerly and Southerly lot lines.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, bargains, sells, aliens, remises, releases, conveys and confirms the Property to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor, subject to and except for the reservations from and exceptions to conveyance and warranty, is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

WITNESSES:

Sandra Lee Summers

Sandra Hayden

COLONIAL EASTOVER, a North Carolina General Partnership

By: William Bryan Chandler
WILLIAM BRYAN CHANDLER
General Partner

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 15th day of June, 1995 by WILLIAM BRYAN CHANDLER, General Partner of COLONIAL EASTOVER, a North Carolina General Partnership.

STACY D. TURNER
Notary Public
State of Texas
Commission Exp. 6-25-96

Stacy D. Turner
Notary Public, State of Texas
Notary's Name Printed:
STACY D. TURNER
My commission expires: 6-25-96

OR Bk3799 Pg0222
INSTRUMENT 00220040

Commence at the intersection of the Northerly right of way line of Michigan Avenue and the Easterly right of way line of West Shore Drive, Section 44, Township 1 South, Range 30 West, Escambia County, Florida; thence go South 69 degrees 08 minutes 22 seconds East along said Northerly right of way line of Michigan Avenue for a distance of 111.18 feet to a point of curvature of a curve having a radius of 2678.37 feet; thence go Southeasterly along said curve for an arc distance of 8.82 feet to point of beginning (central angle = 00 degrees 11 minutes 19 seconds, chord bearing = South 6 degrees 15 minutes 05 seconds East, chord = 8.81 feet); thence go North 20 degrees 48 minutes 26 seconds East for a distance of 288.83 feet; thence go North 69 degrees 32 minutes 28 seconds West, for a distance of 120.00 feet to the aforesaid Easterly right of way line of West Shore Drive; thence go North 20 degrees 48 minutes 28 seconds East along said right of way line a distance of 316.99 feet; thence go South 69 degrees 34 minutes 01 seconds East for a distance of 229.75 feet; thence go South 63 degrees 00 minutes 29 seconds East for a distance of 57.64 feet; thence go South 32 degrees 08 minutes 24 seconds West for a distance of 35.00 feet; thence go South 57 degrees 51 minutes 32 seconds East for a distance of 371.23 feet to the center line of the most Easterly existing stream; thence go South 56 degrees 19 minutes 28 seconds West along said center line for a distance of 82.49 feet; thence go North 68 degrees 34 minutes 55 seconds West along said centerline for a distance of 47.87 feet; thence go South 54 degrees 36 minutes 49 seconds West along said centerline for a distance of 38.51 feet; thence go South 19 degrees 16 minutes 47 seconds East, along said centerline for a distance of 31.71 feet; thence go South 41 degrees 49 minutes 18 seconds West along said centerline for a distance of 62.87 feet; thence go South 55 degrees 59 minutes 04 seconds West along said centerline for a distance of 51.39 feet; thence go South 25 degrees 06 minutes 36 seconds West along said centerline for a distance of 35.42 feet; thence go South 05 degrees 21 minutes 15 seconds East along said centerline for a distance of 64.56 feet; thence go South 57 degrees 15 minutes 42 seconds West along said centerline for a distance of 45.55 feet; thence go South 11 degrees 44 minutes 15 seconds West along said centerline of most Easterly existing stream for a distance of 22.57 feet to a point of intersection with the Northerly curved right of way line of Michigan Avenue, said point being on a curve having a radius of 2638.37 feet; thence go Northwesterly along said curved right of way line for an arc distance of 6.70 feet (central angle = 00 degrees 08 minutes 44 seconds chord bearing = North 77 degrees 24 minutes 22 seconds West, chord = 6.00 feet); thence go South 12 degrees 44 minutes 56 seconds West for a distance of 40.00 feet to a point of the aforesaid curved right of way line of Michigan Avenue having a radius of 2678.37 feet; thence go Northwesterly along said curved right of way line for an arc distance of 374.17 feet (central angle = 08 degrees 00 minutes 15 seconds, chord bearing = North 73 degrees 14 minutes 56 seconds West, chord = 171.86 feet) to the point of beginning.

Instrument 00220040
filed and recorded in the
public records
JULY 12, 1999
at 11:40 A.M.
in Book and Page noted
above or hereon
and record verified
JIM MOYE
COMPTROLLER
Escambia County,
Florida

EXHIBIT "A"

CASH RECEIPT

Jim Hoye, Comptroller
ESCAMBIA COUNTY
P.O. BOX 1111 PENSACOLA, FL 32595

[redacted]

00062 07/12/88 18:00 RECORD Register 111
2.00 SPEC 8771.00 DEED
.00 MORT
.00 INTA .00 DOCL
.00 DASG .00 DEP
.00 PHOT .00 MICR
.00 NOT .00 CLRK
.00 SRCH .00 MISC
INSTRUMENT 00220040 BOOK 3799 PAGE 0220 FOR 3 PAGE(s)
8,788.00 TOTAL FEES

Reg 111 Instrument 002200
BK3799 Pg0220 Pg0221

BK3799 Pg0222

[redacted]

EXHIBIT B

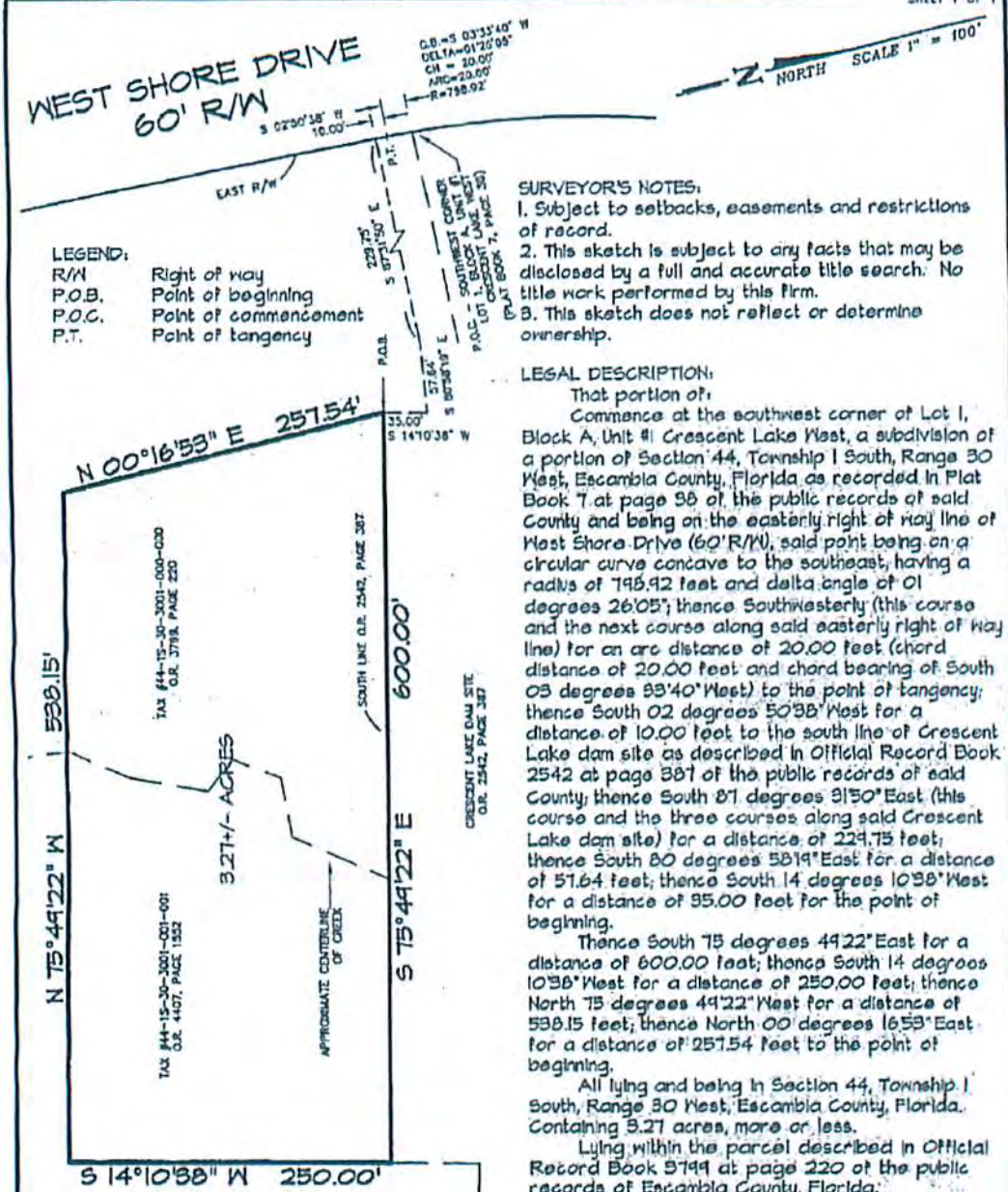
(Follows on next page)

Construction

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W

SHEET 1 OF 1



LEGEND:

R/W	Right of Way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.T.	Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

That portion of:

Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 98 of the public records of said County and being on the easterly right of way line of West Shore Drive (60'R/W), said point being on a circular curve concave to the southeast, having a radius of 798.92 feet and delta angle of 01 degrees 26'05"; thence Southwesterly (this course and the next course along said easterly right of way line) for an arc distance of 20.00 feet (chord distance of 20.00 feet and chord bearing of South 03 degrees 33'40" West) to the point of tangency; thence South 02 degrees 50'38" West for a distance of 10.00 feet to the south line of Crescent Lake dam site as described in Official Record Book 2542 at page 387 of the public records of said County; thence South 87 degrees 31'50" East (this course and the three courses along said Crescent Lake dam site) for a distance of 229.75 feet; thence South 80 degrees 58'19" East for a distance of 57.64 feet; thence South 14 degrees 10'38" West for a distance of 35.00 feet for the point of beginning.

Thence South 75 degrees 44'22" East for a distance of 600.00 feet; thence South 14 degrees 10'38" West for a distance of 250.00 feet; thence North 75 degrees 44'22" West for a distance of 538.15 feet; thence North 00 degrees 16'59" East for a distance of 257.54 feet to the point of beginning.

All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.27 acres, more or less.

Lying within the parcel described in Official Record Book 5799 at page 220 of the public records of Escambia County, Florida.

Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE WEST (P.B. 7, P. 98)

Measurements made in accordance to United States Standards.

LB No. 7078

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

File No. A-14665 Scale 1" = 100'
Job No. 36256-15B
FB_____ PG_____
FB_____ PG_____
Ordered By ROBIN LAMBERT
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments_____
Date of Survey_____ Elevation Reference_____
Date of Plat 4-23-2015 Drawn By PMJ
Date of Revision_____ Checked By WJG

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR.

Prepared by:
Escambia County
Stacey S. Ward
3363 West Park Place
Pensacola, Florida 32505

Crescent Lake Dam
Parcel 44-1S-30-3001-001-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 28th day of April, 2015, by and between Michael E. Stephens, and Judy L. Stephens husband and wife, whose mailing address is 3009 High Pointe Place, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 44, Township 1 South, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTORS:

Witness _____
Print Name Bernie W Manning

Witness Kara Johnson
Print Name Kara Johnson

By: Michael E. Stephens
Michael E. Stephens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Michael E. Stephens. He (_) is personally known to me, or (✓) produced current Florida Driver License as identification.

Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

Witness Bernie W Manning
Print Name Bernie W Manning

Witness Kara Johnson
Print Name Kara Johnson

By: Judy L. Stephens
Judy L. Stephens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Judy L. Stephens. She (_) is personally known to me, or (✓) produced current Florida Drivers License as identification.

Bernie W Manning
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2016

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: SB West
Title: Asst. County Attorney
Date: April 29, 2015

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

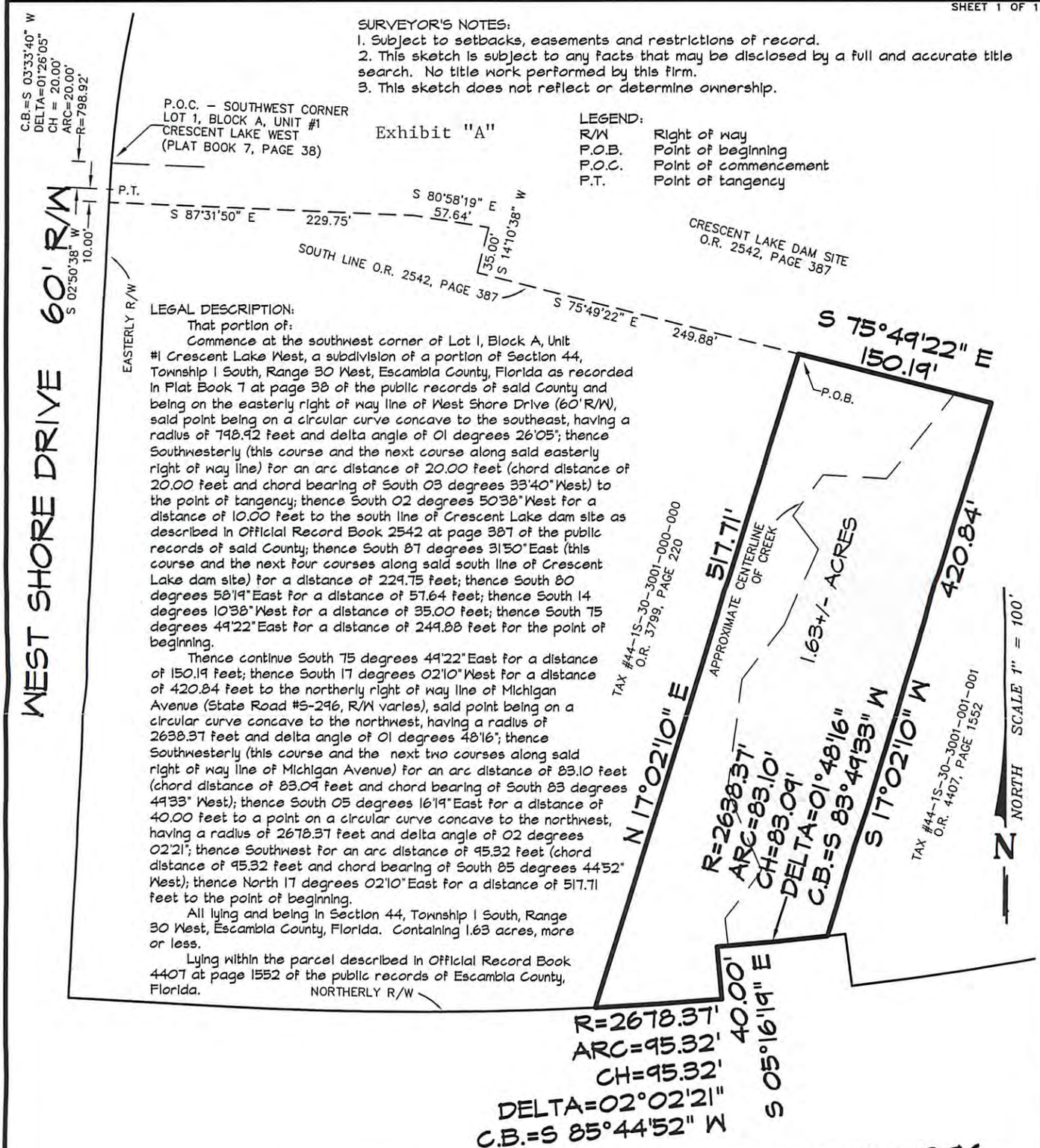
A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

Exhibit "A"

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.T.	Point of tangency



LEGAL DESCRIPTION:

That portion of:

Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 38 of the public records of said County and being on the easterly right of way line of West Shore Drive (60' R/W), said point being on a circular curve concave to the southeast, having a radius of 798.92 feet and delta angle of 01 degrees 26'05"; thence Southwesterly (this course and the next course along said easterly right of way line) for an arc distance of 20.00 feet (chord distance of 20.00 feet and chord bearing of South 03 degrees 33'40" West) to the point of tangency; thence South 02 degrees 50'38" West for a distance of 10.00 feet to the south line of Crescent Lake dam site as described in Official Record Book 2542 at page 387 of the public records of said County; thence South 87 degrees 31'50" East (this course and the next four courses along said south line of Crescent Lake dam site) for a distance of 229.75 feet; thence South 80 degrees 58'19" East for a distance of 57.64 feet; thence South 14 degrees 10'38" West for a distance of 35.00 feet; thence South 75 degrees 49'22" East for a distance of 249.88 feet for the point of beginning.

Thence continue South 75 degrees 49'22" East for a distance of 150.19 feet; thence South 17 degrees 02'10" West for a distance of 420.84 feet to the northerly right of way line of Michigan Avenue (State Road #S-296, R/W varies), said point being on a circular curve concave to the northwest, having a radius of 2638.37 feet and delta angle of 01 degrees 48'16"; thence Southwesterly (this course and the next two courses along said right of way line of Michigan Avenue) for an arc distance of 83.10 feet (chord distance of 83.09 feet and chord bearing of South 83 degrees 49'33" West); thence South 05 degrees 16'19" East for a distance of 40.00 feet to a point on a circular curve concave to the northwest, having a radius of 2678.37 feet and delta angle of 02 degrees 02'21"; thence Southwest for an arc distance of 95.32 feet (chord distance of 95.32 feet and chord bearing of South 85 degrees 44'52" West); thence North 17 degrees 02'10" East for a distance of 517.71 feet to the point of beginning.

All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.63 acres, more or less.

Lying within the parcel described in Official Record Book 4407 at page 1552 of the public records of Escambia County, Florida.

MICHIGAN AVENUE STATE ROAD #S-296 R/W VARIES

PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE WEST (P.B. 7, P. 38)

Source of Information:

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

File No. A-14688 Scale 1" = 100'
Job No. 36256-15C
FB _____ PG _____
FB _____ PG _____
Ordered By ROBIN LAMBERT
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments _____
Date of Survey _____ Elevation Reference _____
Date of Plat 4-23-2015 Drawn By PMJ
Date of Revision _____ Checked By WJG

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

This Document Was Prepared by:
Escambia County
Stacey S. Ward
3363 West Park Place
Pensacola, FL 32505

Crescent Lake Dam Project
A Portion of 44-1S-30-3001-001-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 28th day of April, 2015, by and between Michael E. Stephens, and Judy L. Stephens husband and wife, whose mailing address is 3009 High Pointe Place, Pensacola, Florida 32505, (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of repairing a stormwater drainage pipe;

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion of the Crescent Lake Dam Restoration Project, but no later than December 31, 2015. Prior to expiration of the Temporary Construction Easement, Grantee shall stabilize the disturbed areas located in the Temporary Construction Easement area and otherwise return easement area substantially to the condition that existed prior to this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.

Signed, sealed and delivered
in our presence as Witnesses:

GRANTORS:

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Michael E. Stephens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Michael E. Stephens. He (_) is personally known to me, or (✓) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Printed Name of Notary Public

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Kara Johnson

By: _____
Judy L. Stephens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Judy L. Stephens. She (_) is personally known to me, or (+) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Temporary Construction Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2015, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

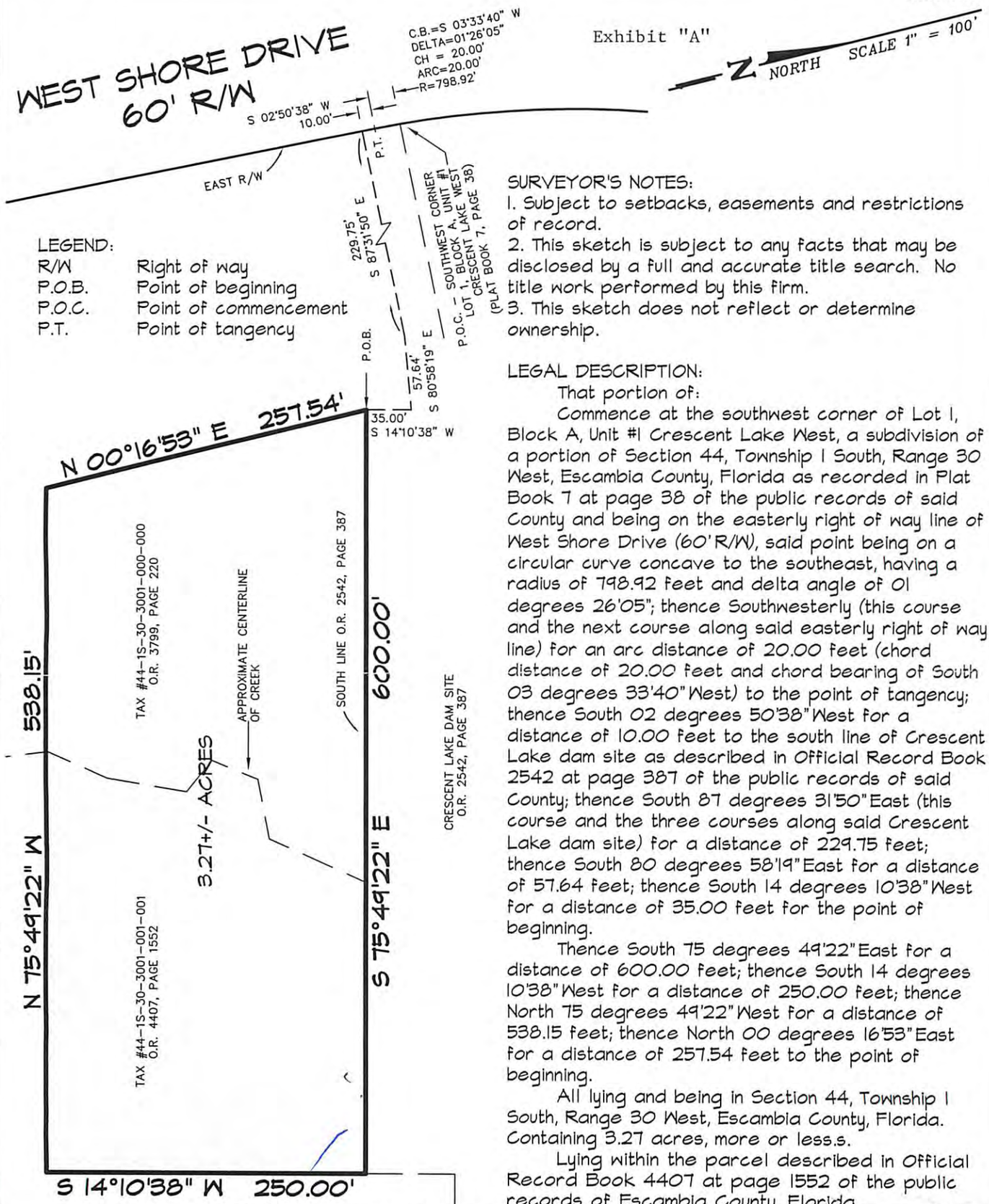
_____
Deputy Clerk

Document approved as to form
and legal sufficiency.
By: _____
Title Asst. County Attorney
Date April 29, 2015

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 44, T-1-S, R-30-W

Exhibit "A"



LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
P.T.	Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.

LEGAL DESCRIPTION:

That portion of:

Commence at the southwest corner of Lot 1, Block A, Unit #1 Crescent Lake West, a subdivision of a portion of Section 44, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 7 at page 38 of the public records of said County and being on the easterly right of way line of West Shore Drive (60' R/W), said point being on a circular curve concave to the southeast, having a radius of 798.92 feet and delta angle of 01 degrees 26'05"; thence Southwesterly (this course and the next course along said easterly right of way line) for an arc distance of 20.00 feet (chord distance of 20.00 feet and chord bearing of South 03 degrees 33'40" West) to the point of tangency; thence South 02 degrees 50'38" West for a distance of 10.00 feet to the south line of Crescent Lake dam site as described in Official Record Book 2542 at page 387 of the public records of said County; thence South 87 degrees 31'50" East (this course and the three courses along said Crescent Lake dam site) for a distance of 229.75 feet; thence South 80 degrees 58'19" East for a distance of 57.64 feet; thence South 14 degrees 10'38" West for a distance of 35.00 feet for the point of beginning.

Thence South 75 degrees 49'22" East for a distance of 600.00 feet; thence South 14 degrees 10'38" West for a distance of 250.00 feet; thence North 75 degrees 49'22" West for a distance of 538.15 feet; thence North 00 degrees 16'53" East for a distance of 257.54 feet to the point of beginning.

All lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.27 acres, more or less.s.

Lying within the parcel described in Official Record Book 4407 at page 1552 of the public records of Escambia County, Florida.

Source of Information: PUBLIC RECORDS; TAX MAPS; RECORDED PLAT: UNIT 1 CRESCENT LAKE WEST (P.B. 7, P. 38)

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

File No. A-14,686 Scale 1" = 100'
Job No. 36256-15B
FB _____ PG _____
FB _____ PG _____
Ordered By ROBIN LAMBERT

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Encroachments _____
Date of Survey _____ Elevation Reference _____
Date of Plat 4-23-2015 Drawn By PMJ
Date of Revision _____ Checked By WJG

Crescent Lake Dam Restoration Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 5/7/15 DISTRICT 1

Properties Involved

Temp Construction Easement

Drainage & Access Easements

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8215 **County Administrator's Report** **12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Lobbying Services for Federal Assistance - PD 13-14.023
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Extending the Lobbying Services for Federal Assistance - Jack R. Brown, County Administrator

That the Board approve extending the Agreement for Lobbyist Services, PD 13-14.023, between Escambia County, Florida, and Alcalde & Fay, LTD., Inc., for Lobbying Services for Federal Assistance, for a term of 12 months, effective June 4, 2015, with 1 option remaining for a 12-month renewal period, for an annual amount of $78,000.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

On May 15, 2014, the Board approved the Agreement for Lobbyist Services PD 13-14.023, between Escambia County, Florida, and Alcalde & Fay, LTD, Inc., for lobbying services for Federal assistance, for a term of 12-months, effective June 4, 2014, with two options for 12-month renewal periods, for an annual amount of $78,000. This recommendation is to extend the contract using one of the two options available for 12-month renewal periods, at an annual amount of $78,000.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Cost Center 110201, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, prepared the original agreement which was approved by the Board on May 15, 2014.

PERSONNEL:

Angela Crawley, Assistant to the County Administrator, is the contract administrator for Lobbying Services.

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:

Upon Board approval, Angela Crawley, Assistant to the County Administrator, will issue a Purchase Order and will verify/process all payment request associated with this contract.

Attachments

Agreement with Alcalde and Fay

BCC Minutes 05_15_14

ESCAMBIA COUNTY
CLERK'S ORIGINAL
5/15/2014 CAR II-8

AGREEMENT FOR LOBBYIST SERVICES PD13-14.023

THIS AGREEMENT is made this 15th day of May, 2014 (Effective Date), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Alcalde & Fay, LTD., Inc. (hereinafter referred to as "Consultant"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose principal address is 2111 Wilson Boulevard, 8th Floor, Arlington, VA 22201.

WITNESSETH:

WHEREAS, Consultant is a government relations firm representing clients before the United States Congress, congressional committees, federal officials and administrative agencies, and other applicable regulatory bodies; and

WHEREAS, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the federal level of government.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Consultant agrees to provide professional lobbyist representation to the County, as an independent contractor, for a term of one year, commencing on June 4, 2014, and ending on June 3, 2015, with two (2) automatic one (1) year renewal periods unless either party notifies the other, in writing, at least sixty (60) days prior to the expiration of the term of its intent not to renew.

Upon the mutual agreement of the parties this Agreement may be extended for an additional six (6) months. The parties shall provide written notice of their desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period.

3. Scope of Services. Consultant agrees to provide professional federal lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services attached hereto as **Exhibit "A"** and as provided in correspondence from the Consultant attached hereto as **Exhibit "B"**. Consultant agrees to direct questions regarding the County's needed services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant agrees to use its best efforts in its representation of County. County understands that Consultant cannot guarantee certain results will be obtained.

Date: 5/22/2014 Verified By: Attorney

4. Compensation. In exchange for Consultant performing professional lobbyist services, the County agrees to pay Consultant an annual retainer fee of **Seventy Eight Thousand Dollars ($78,000.00)**. The retainer fee shall be paid in twelve monthly payments of **Six Thousand Five Hundred Dollars ($6,500.00) Dollars**.

The County agrees to pay Consultant up to **Four Thousand Dollars ($4,000.00)** for all annual travel expenses, which shall be reimbursable if pre-approved by the County Administrator or County Attorney. Consultant agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

The Parties agree annual fees and expenses for lobbyist services provided under this Agreement shall not exceed a maximum total of **Eighty Two Thousand Dollars ($82,000.00) Dollars**.

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 90 days written notice to the other party. Either party may terminate this Agreement for breach of any provision contained herein upon 30 days notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in

Paragraph 7 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. Consultant shall procure and maintain, at its sole expense during the term of this Agreement, Worker's Compensation Insurance with limits are required by state law as well as a commercial umbrella general liability insurance with a minimum amount of $1,000,000.

Consultant's insurance shall be written by a company or companies licensed to do business in the State of Florida. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the County.

Consultant agrees to make no changes to coverage without notice to County and shall not permit the coverage to expire, be cancelled or not be renewed due to an act or omission by Consultant.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcalde & Fay, LTD, Inc.
Attention: Marion Turner
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and it surety, if any, seven days written notice, during which

period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Legal Aff
Date: 4/17/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Deputy Clerk

(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

BCC Approved: 5-15-14

Date Executed
May 22, 2014

CONSULTANT: ALCALDE & FAY, LTD, INC.

By:

Title: Partner

ATTEST: Corporate Secretary

By:

Date: April 25, 2014

(Corporate Seal)

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the United States Congress, including its committees, and agencies beginning in calendar year 2014. The goal of such representation will be to secure legislation and funding for programs and projects that have been identified by the County as priorities.

Responsibilities:
Explicit responsibilities of the Consultant shall include:

1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist in advancing the County's efforts. Consultant will also alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.

2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in numerous areas, including, but not limited to, the policy or project request(s) outlined herein.

    a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.

3. The Consultant shall advocate positions before the United States Congress, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:

    a. Transportation Funding Alternatives
    b. Economic Development Incentives
    c. Transit
    d. Health Insurance
    e. Other (e.g. grants and/or Oil Spill related issues)

Revisions:
The County may suggest revisions to this Scope of Services highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

EXHIBIT
tabber
A

Specific Performance:
Specific activities and deliverables by/from the Consultant shall include the following:

Perform as a lobbyist for the County, managing the activities in accordance with County direction, of all of its personnel hired in the capacity of providing The Lobbyist must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will:

1. Communicate directly with the County Administrator, Assistant County Administrator or their designee to secure sponsors for proposed bills or amendments to federal law.

2. Require Discussions with State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed. Request attendance of County Staff (County Administrator, Assistant County Administrator, or their designee) to travel to meetings to assist if needed.

3. Attend congressional meetings, when necessary.

4. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.

5. Provide the County, through the County Administrator, Assistant County Administrator, or designated staff, with a monthly summary of appropriations activities on behalf of the County.

6. Travel to Escambia County, as necessary, to consult with County staff and the Board of County Commissioners in the development, review, and follow-up of appropriations issues. Travel other than the two annual required trips will be reimbursed in accordance with Florida State Statue 112. (We will utilize video and phone conference systems)

7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.

8. If possible identify criteria for eligibility, which may include replacing or modifying existing request.

9. Monitor appropriations and forward pertinent information to the County Administrator, Assistant County Administrator, or designated staff on a weekly basis.

10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.

11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.

12. Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the Federal government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of appropriations.

13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate federal agencies, elected officials and staff.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. See Page 26.

8. Approving the *Agreement for Lobbyist Services PD13-14.023*, between Escambia County, Florida, and Alcalde & Fay, LTD, Inc., for lobbying services for Federal assistance, for a term of 12 months, effective June 4, 2014, with two options for 12-month renewal periods, for an annual amount of $78,000 (Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101).

9. Awarding Contract PD 13-14.040, for the Campbell Road Dirt Road Paving and Drainage Improvements, to Roads, Inc. of NWF, in the amount of $590,295.72 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project# 10EN0575).

10. Authorizing the County to utilize the City of Tucson Contract #120377/National Intergovernmental Purchasing Alliance Company ("National IPA"), 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 one Caterpillar 725 Articulated 6X6 Dump Truck, VE 13-14.013, in accordance with tractor's specifications and manufacturer's options, in the amount of $347,904, to Thompson Tractor Company (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).

11. Authorizing expenditures of over $50,000, in Fiscal Year 2013-2014, for Cobia Build Contractors, Inc., Vendor Number 033786, and Common Area Solutions, Vendor Number 034266; both contractors perform demolition or lot clearing services for Environmental Code Enforcement for individual Projects of less than $50,000, based on competitive quotes; this request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for these vendors (Funding: Fund 103, Environmental Code Enforcement Fund, Cost Center 290101, Object Code 53401).

12. Approving the Agreements for Air Filters, PD 13-14.042, awarded to Lynn A. Berry, Inc., d/b/a Johnstone Supply, and Lott Enterprises, Inc., d/b/a Pure Air Filters, and approving annual expenditures in excess of $50,000 (Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8222 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2015
Issue: Amendment to the SMG Management Services Agreement for the Pensacola Bay Center
From: Amy Lovoy, Interim Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the SMG Management Services Agreement for the Pensacola Bay Center - Amy Lovoy, Interim Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to the Management Services Agreement between Escambia County, Florida, and SMG for the Pensacola Bay Center (formerly Pensacola Civic Center), with the Management Services Agreement amended as follows:

A. Changing the effective end date of the Agreement to September 30, 2022;

B. Accepting a straight-line, non-cash, amortized, 7-year loan contribution for facility and operational enhancement, in the amount of $350,000, from SMG to Escambia County; and

C. Allowing for the negotiation of an adjusted benchmark used to determine the SMG annual incentive fee in the event of an increase to net operating loss, due to the Pensacola Bay Center Ice Hockey Lease between Escambia County, Florida, and Pensacola Ice Flyers.

BACKGROUND:

On August 21, 2014, the Board approved the extension of the SMG Management Services Contract for the Pensacola Bay Center through September 30, 2017, which was a stipulated two-year extension of the agreement. At the March 12, 2015 Committee of the Whole, the Board directed staff to move forward with extending the SMG contract as well as negotiating the Ice Flyers lease agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been prepared by the County Attorney Office, and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval for all such amendments to contracts and agreements.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to SMG Bay Center Agreement

AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT TO THE AGREEMENT is made and entered into as of this _ ___ day of _____, 2015, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (hereinafter referred to as "County"), and SMG, a Pennsylvania general partnership authorized to conduct business in the State of Florida, whose Federal Employer Identification Number (FEIN) is 23-2511871, and whose principal address is 300 Conshohocken State Road, Suite 450, West Conshohocken, PA 19428 (hereinafter referred to as "SMG" or "Management Company").

WITNESSETH:

WHEREAS, on February 16, 2012, the County and SMG previously entered into the Pensacola Civic Center Management Services Agreement; and

WHEREAS, the Agreement provided for an initial three (3) year term with the option to extend the agreement for an additional two (2) year period until September 30, 2017; and

WHEREAS, the Parties have agreed to extend the term of the agreement and amend other provisions of the Agreement as provided herein; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. That Article 1(a)(a) is amended to reflect that all references to the "Pensacola Civic Center" or "Civic Center" shall mean the "Pensacola Bay Center" or "Bay Center" and such terms may be used interchangeably.

3. That Article 3 is amended as follows:

Article 3. Term and Extension.

The effective date of this Agreement shall be October 1, 2012, and shall remain in effect ~~for three (3) Fiscal Years~~ until September 30, 20~~15~~22. The Agreement may be extended upon mutual agreement of the Parties for an additional two (2) year period without a change in the terms and conditions. The Parties shall

provide written notice of their desire to extend the agreement no later than six (6) months before the expiration of the initial term.

4. That Article 7 is amended as follows:

Article 7. Collection and Payments of Operating Revenues and Expenses.

7.6 For the benefit of the Pensacola Bay Center, Management Company shall contribute a sum of Three Hundred and Fifty Thousand Dollars ($350,000.00) to be used in the County's discretion to enhance the facility or its operations including but not limited to the advertising and promotion of events. Management Company shall deposit the full amount into the Civic Center Fund on or before September 30, 2015. Said contribution shall be amortized on a straight-line, non-cash basis over a period of seven (7) years commencing upon October 1, 2017. If the Management Services Agreement is terminated for any reason prior to the end of the seven year amortization period, County shall pay Management Company any remaining unamortized balance of the contribution.

5. That Article 16.2 is amended as follows:

16.2 Incentive Fee. In addition to the fixed fee, Escambia County shall pay to Management Company an annual Incentive Fee (beginning October 1, 2011) based upon financial performance. The Incentive Fee shall be prorated for any partial Fiscal Year upon termination or expiration of this Agreement. The Incentive Fee shall be calculated as a percentage of the improvement in actual Net Operating Loss compared to the Net Operating Loss Benchmark, as follows:

% of improvement	% to County	% to SMG
Up to $250,000	65%	35%
Greater than $250,000	60%	40%

An example of the calculation of the Incentive Fee is depicted in Exhibit A of this agreement.

The total Incentive Fee that may be earned by Management Company during any Fiscal Year may not exceed 150% (or $263,250 or in subsequent years an amount equal to 1.5 times the amount of the base fee adjusted for inflation as shown in section 16.1) of the annual Fixed Fee during any Fiscal Year. Qualification for the Incentive Fee shall be contingent upon satisfactory annual inspection of the Pensacola Civic Center as provided in Section 5.4.4.

If the anticipated Net Operating Loss should increase during any Fiscal Year due to the use of the Pensacola Bay Center for professional ice hockey pursuant to the terms and conditions of the Pensacola Bay Center Ice Hockey Lease or for waivers made by the County, in whole or in part, for any applicable user fees or operational expenses referenced herein then County and Management Company agree to negotiate in good faith to determine an adjusted Net Operating Loss Benchmark for the purpose of calculating Management Company's annual Incentive Fee.

6. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

7. That the effective date of this Amendment shall be on the date last executed by the Parties.

8. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Chairman, and Management Company signing by and through its President, duly authorized to execute the same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

MANAGEMENT COMPANY:
SMG, a Pennsylvania general partnership

ATTEST:

By: _____
President

By: _____
Secretary

Date: _____

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 3/18/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8193 **County Administrator's Report** **12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/21/2015
Issue: Funding Community Redevelopment Plans for Newly Designated Community Redevelopment Areas
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding Community Redevelopment Plans for Newly-Designated Community Redevelopment Areas - Keith T. Wilkins, Community & Environment Department Director

That the Board authorize a funding source to implement Community Redevelopment Plans for newly-designated Community Redevelopment Areas (CRA).

[Funding Source to be determined]

BACKGROUND:

Florida Statutes 163.362 require development of a Community Area Redevelopment Plan in order to designate a Tax Increment Area Trust Fund and collection. Therefore, the CRA has no funding to support these new CRA areas nor the development and implementation of a Community Redevelopment Plan. The resume page is attached which designated Ensley and Oakfield CRA areas. Tonight the recommendation to approve the Atwood Community Redevelopment Area is also on the agenda. It is estimated that each area can develop a basic redevelopment plan consistent with FS 163.362 for $60,000 each. Therefore, approximately $180,000 is needed to commence with the planning process and TIF development. Three new CRA Districts increase our CRA workload by 33%. A new Program Manager will be needed to manage these. The cost of an additional Program Manager is approximately $85,000.

BUDGETARY IMPACT:

Funding for three redevelopment plans is expected to require $180,000. Hiring of a new Program Manager will require approximately $85,000. A total of $265,000 will be needed to develop, implement and manage these redevelopment activities. [Funding Source to be determined]

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration and confirmation has been solicited.

PERSONNEL:

The addition of three new CRA Districts will require an additional Program Manager to be hired.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to approve funding sources to implement CRA plans.

IMPLEMENTATION/COORDINATION:

Once the Board approves a funding source, the CRA staff will coordinate the process for the implementation of this program.

Attachments

Resume-Ensley&Oakfield-May2015

REGULAR BCC AGENDA – Continued

13. 5:33 p.m. Public Hearing

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning a Resolution creating the Ensley Redevelopment Area (Funding Source: Fund 151, CRA Neighborhood Restoration, Cost Center 220521, Object Code 54901):

A. Adopting a Resolution *(R2014-146)* of Escambia County, Florida, relating to Community Redevelopment, finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Ensley Community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Ensley Community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Ensley as a Redevelopment Area; and providing for an effective date; and

B. Authorizing the Chairman to execute the Resolution.

Speaker(s) – None.

14. 5:34 p.m. Public Hearing

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning a Resolution creating the Oakfield Redevelopment Area (Funding Source: Fund 151, CRA Neighborhood Restoration, Cost Center 220521, Object Code 54901):

A. Adopting a Resolution *(R2014-147)* of Escambia County, Florida, relating to Community Redevelopment, finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Oakfield Community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Oakfield Community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Oakfield as a Redevelopment Area; and providing for an effective date; and

B. Authorizing the Chairman to execute the Resolution.

Speaker(s) – None.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8236 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/21/2015
Issue: Recommendation Concerning Issuance of Operational Permit for Resource Extraction for Shortleaf Borrow Pit and Brickton Borrow Pit
From: Horace Jones, Department Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Operational Permits for Resource Extraction for Shortleaf Borrow Pit and Brickton Borrow Pit - Horace L. Jones, Development Services Department Director

That the Board take the following action with regard to "Operational Permit: Existing Resource Extraction Facility - Borrow Pit," for the following two borrow pits:

A. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for Shortleaf Borrow Pit; and

B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for Brickton Borrow Pit.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners' (BCC) Regular Meeting, the BCC unanimously approved adopting (*by Ordinance Number 2015-5*) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (*submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years*); (*incorporate the grandfathering provisions provided in the Errata Sheet and*) strike all references to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet; and approving (*that the grandfathered borrow pit owners will not have to pay*) additional permitting fees or go through the DRC (*Development Review Committee*), with a disclaimer that "this does not guarantee your reclamation permit for the future."

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the

permit.

Article VIII. - Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (*Ordinance Number 2015-5*), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will issue operational permits for resource extraction only for Shortleaf Borrow Pit and Brickton Borrow Pit.

Attachments

Shortleaf Borrow Pit

Brickton Borrow Pit

02-18-2015 - E-mail from Alison Rogers to Commissioners

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Shortleaf Borrow Pit
Location: 2022 Longleaf Drive & 6841 Kemp Rd (Phase II)
Flood Zone: X
Property Reference #: 24-1S-30-1600-000-001
41-1S-30-1000-000-000

Future Land Use: I/MU-U
Zoning District: C-2

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit #07081472, as amended by Site Plan Resource Extraction Development Order #PSP140500046.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the _____ day of April, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 18, 2020.

_____
County Staff Designee (*Please Print*)

_____
Signature

I acknowledge receipt of this permit on the _____ day of _____, 2015.

_____
Property Owner *(Please Print)*

_____
Signature

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Brickton Borrow Pit
Location: 8800 N. Hwy 29
Flood Zone: X
Property Reference #: 22-3N-31-3301-000-000
22-3N-31-3302-000-000 & 22-3N-31-3400-000-000

Future Land Use: RC
Zoning District: AGR

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions or approval stated in Site Plan Development Order and Resource Extraction Permit #120200016.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the _____ day of May, 2015, and the effective date is February 19, 2015. The expiration date of this permit is February 19, 2020.

_____
County Staff Designee (*Please Print*)

_____
Signature

I acknowledge receipt of this permit on the _____ day of _____, 2015.

_____
Property Owner *(Please Print)*

_____
Signature

From: Alison A. Perdue
Sent: Wednesday, February 18, 2015 4:26 PM
To: District1; Wilson B. Robertson; District2; Doug Underhill; District3; Lumon J. May; District4; Grover C. Robinson; District5; Steven L. Barry
Cc: Jack R. Brown; Horace L Jones; Pat T. Johnson; KEITH T. WILKINS; Dianne C. Simpson
Subject: grandfathering
Attachments: grandfatheringpits.docx

Commissioners,

As a follow-up to the conversation from the last Board meeting relative to grandfathering of existing pit operations, attached find proposed language that I will distribute as an errata sheet for both the LDC and for the ch. 42 borrow pit ordinance public hearings. I invite you to distribute to whomever you feel may be interested in the issue. Mr. Rigby, who raised this issue at our last meeting, is aware of this language. I am not sure if he will have additional comments tomorrow or not.

Any questions, please get with me directly and do not respond to this email.

Alison

L. *Existing permitted and unpermitted activities.* Borrow pits, resource extraction and reclamation activities existing and in operation prior to August 22, 2014, or permitted prior to that date, shall be grandfathered (or vested) in accordance with the following regulations.

1. *Lawful nonconforming activities existing prior to June 2, 2005*. Ordinance 2005-18 was adopted on June 2, 2005. Borrow pits, resource extraction and reclamation activities existing and in operation prior to June 2, 2005 became lawful nonconforming land uses on June 2, 2005. Such land use activities were and are subject to the provisions of Article 9 of the Land Development Code. Local permits are required and to the extent these facilities and land use activities are not grandfathered and do not already comply with applicable regulations, they shall have 180 days from the date this ordinance is approved to comply. Extensions for extenuating circumstances may be approved by the County Administrator or the County Administrator's designee on a case-by-case basis.

2. *Unpermitted existing activities*. Borrow pit, resource extraction and reclamation activities created on or after June 2, 2005 that were otherwise in a zoning district that authorized the land use activity as either a permitted or conditional use, and which made application for either permitting or a development order prior to August 22, 2014, shall obtain and will be considered for a local permit to operate consistent with their current and historical use of the property. The technical conditions of the permit shall be addressed on a case-by-case basis, which will include consideration of the nature and history of the activity to be permitted and the length of time the activity has been ongoing; however, the permit conditions will include compliance with this article to the extent feasible. Facilities qualifying to request treatment pursuant to either section L.1 or L.2 may choose either.

3. *Permitted existing activities*. The grandfathered status and vested rights of operators and owners of borrow pits, resource extraction and reclamation activities that held a current and active development order or other permit issued by the County prior to August 22, 2014, are to obtain local permits upon approval of this section and are to be addressed on a case-by-case basis that will include consideration of the specific wording of the previously approved development order, permit and any other land use approval issued by the County relating to the operation of the borrow pit, resource extraction or reclamation activity. Previously permitted or approved performance standards remain in effect, except where the County determines the public health, safety and welfare dictates the current standard apply.

4. In no event shall the application of any revision to the Land Development Code relating to an activity that falls within the coverage of subsection L be so severe as to make the permitted activity either economically infeasible or to impose an inordinate burden on the land use activity, as such inordinate burden is defined in Section 70.001, Fla. Stat.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8161 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2015
Issue: Request for Disposition of Property
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office

That the Board approve the Request of Disposition of Property for the County Attorney's Office, for property to be properly disposed of, which is described and listed on the Form with the Agency and reason stated.

BACKGROUND:

The television does not work and the cost of repair is more than having it replaced.

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

County Attorney Disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: County Attorney's Office COST CENTER NO: 110601

Alison P. Rogers DATE: May 5, 2015

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Dianne Simpson Phone No: (850) 595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	055762-000	Samsung 32" Television	AEHT3CQL807937R	LNS3241DX/XAA	2007	Bad

Disposal Comments: To have the television repaired cost more than to have it replaced.

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: _____

Date: May 5, 2015

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Alison P. Rogers, County Attorney

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: May 21, 2015

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

Pam Childers, 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 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8223 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/21/2015
Issue: Scheduling An Attorney/Client Session on June 2, 2015 at 4:00 P.M.
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on June 2, 2015 at 4:00 P.M. to Discuss Pending Litigation in the Cases of Barney and Irene Cash v. Escambia County, et al., and Clifton Underwood v. Escambia County

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.011(8), Fla. Stat., for June 2, 2015 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, May 23, 2015.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the cases of Barney and Irene Cash v. Escambia County, et al., and Clifton Underwood v. Escambia County in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 4:00 p.m., on Tuesday, June 2, 2015, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

BACKGROUND:

To be provided to the Board at the attorney/client session.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8214 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/21/2015
Issue: Legal Representation of Former Commissioner Gene M. Valentino
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Legal Representation of Former Commissioner Gene M. Valentino

That the Board discuss whether the County will pay former Commissioner Gene M. Valentino's attorney's fees and costs pursuant to a request provided to the County Attorney's Office by Attorney Wesley "Wes" H. Reeder, counsel to former Commissioner Gene M. Valentino.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Legal Representation for Commissioners and County Employees Policy

Backup for Reimbursement of Legal Fees and Costs

Board of County Commissioners
Escambia County, Florida

Title:	Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted:	May 15, 2014
Effective Date:	May 15, 2014
Reference:	
Policy Amended:	New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed $250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. **Policy.**

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. **Procedures:**

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. Board Action.

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. Agreement.

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. <u>Investigations and Grand Jury Investigations.</u>

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

EMMANUEL, SHEPPARD & CONDON

ATTORNEYS AT LAW SINCE 1913

POST OFFICE DRAWER 1271
PENSACOLA, FLORIDA 32591-1271

30 SOUTH SPRING STREET
PENSACOLA, FLORIDA 32502-5612
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JOHN H. ADAMS
ALAN B. BOOKMAN •
GERALD L. BROWN
SARAH K. CARPENTER
ERICK M. DRLICKA ••• ••••
PATRICK G. EMMANUEL, JR. •
ROBERT A. EMMANUEL ••
GREGORY P. FAYARD
SALLY BUSSELL FOX •
VAN P. GEEKER
CHARLES P. HOSKIN
HOLLY V. JURNOVOY
ANDREA C. LYONS
CRISTI A. MALONE

JOHN W. MONROE, JR. •
JOSEPH A. PASSERETTI
P. MICHAEL PATTERSON
WANDA W. RADCLIFFE
H. WESLEY REEDER ••
T. SHANE ROWE
WARREN R. TODD
ADAM J. WHITE
CECILY M. WELSH
CHARLES P. YOUNG ••

PATRICK G. EMMANUEL, RETIRED
ALAN C. SHEPPARD, 1921 – 2014
A. G. CONDON, JR., 1934 – 2011

•BOARD CERTIFIED REAL ESTATE LAWYER ••BOARD CERTIFIED CONSTRUCTION LAWYER
•••BOARD CERTIFIED CIVIL TRIAL LAWYER ••••BOARD CERTIFIED LABOR AND EMPLOYMENT LAW

April 28, 2015

Alison Rogers, Esquire
The Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Valentino, Gene – County's Contractor Competency Board (CCB) Policy regarding Stay of Proceedings
Our File No: 07010-132166

Dear Alison:

In accordance with the policy adopted and effective on May 15, 2014, Legal Representation for Commissioners and County Employees, Section II, Part C.35 (the "Policy"), my client, former Escambia County Commissioner Gene Valentino, whose current address is 15026 Innerarity Point Road, Pensacola, Florida 32507, seeks reimbursement of legal fees and costs associated with his defense of a Complaint filed with the State of Florida Commission on Ethics (Complaint No. 14-099) by Grant J. Wood (hereinafter "Wood"). Additionally, for reasons set forth in more detail below, Mr. Valentino seeks reimbursement of a portion of the legal fees incurred in relation to his Contractor Competency Board ("CCB") claim against Grantwood Contracting Co., Inc. ("Grantwood").

Upon receipt of the Ethics Complaint, I immediately notified you of the matter by phone and provided you a copy of the Complaint via e-mail on June 4, 2014. The Complaint and subsequent Report of Investigation centered on then- Commissioner Valentino's participation in and vote during a meeting of the Board of County Commissioners (BCC) on February 6, 2014, and a subsequent vote at a meeting of the BCC on April 29, 2014.

The Complaint alleged that Mr. Valentino, in his capacity as a County Commissioner, (1) violated Fla. Stat. §112.3143(3)(a) by *voting* in an official capacity on certain agenda items and that he (2) violated Fla. Stat. §112.3143(4) by *participating* in matters which would "inure to the officer's special private gain or loss." The Investigation found that the allegations provided in the Complaint warranted a preliminary investigation to determine the purported violation of Fla. Stat. §112.3143(3)(a) only.

Mr. Valentino eventually was required to appear at a show cause hearing before the Commission on Ethics, and the hearing resulted in a complete dismissal of the charges against Mr. Valentino and his full exoneration. A copy of the Public Report is provided herein for your review. In addition to the Public Report, I have also included copies of the Complaint, the Report of Investigation, my e-mail to you transmitting the Complaint (for privacy reasons, the attachment was titled "Motion to Stay.pdf"), Valentino's Response to the Report of Investigation, the Commission Advocate's Recommendation and Valentino's Response to the Advocate's Recommendation. I provide these materials not only to explain the circumstances of this matter, but hopefully to inform the sitting Commissioners of the facts and legal issues raised during this matter, an understanding of which may be of benefit to one of them should they find themselves in a similar situation in the future. Most of the information requested under the fee policy is included in the enclosures. I provide information below as requested by paragraphs 7 – 9 of the policy.

> 7. The attorney fees and costs should be paid by the County because such action, under the circumstances, would be wholly consistent with the operation and intent of the policy – which I believe is to protect the Commissioners from financial harm in having to successfully defend claims arising out of acts performed by a Commissioner as a part of his or her official duties.
>
> 8. My information is contained on the letterhead. I was assisted in this matter by Ms. Andrea Lyons, an attorney with our firm, and by my paralegal, Ms. Nicole Ransom.
>
> 9. The fees for my services and/or the services of Ms. Lyons and Ms. Ransom were billed on an hourly basis at the rate of $290.00 per hour for me; $200.00 per hour for Ms. Lyons; and $125.00 per hour for Ms. Ransom. The total amount billed by my firm and associated with the defense of the ethics complaint was $16,414.00 in fees and $66.03 in costs. In addition, Mr. Valentino incurred expenses related to attendance at the show cause hearing in the amount of $189.70 for a hotel room (two rooms); $102.60 for meals; and $35.00 for gas. A copy of the complete matter history report for my firm is enclosed for your review.

Mr. Valentino also seeks reimbursement of a portion of attorneys fees incurred in relation to a CCB complaint filed by Mr. Valentino against Grantwood. That complaint was filed by Mr. Valentino on August 1, 2012, and as of this date, the matter is still pending before the CCB. Mr. Valentino filed the complaint while he was a sitting Commissioner, but the action was taken as a matter of right and/or remedy afforded all Escambia County citizens. Because Mr. Valentino was a Commissioner, however, what should have been a relatively simple and efficient process before the CCB became a model of inefficiency.

From the outset, there were claims by Mr. Wood that Mr. Valentino was using his position as a Commissioner to influence or direct the CCB investigation and process. This simply was not true, and to avoid even the appearance of impropriety, Mr. Valentino never attended a single meeting or hearing of the CCB, choosing instead to have his attorneys appear for him. As you know, the CCB, as advised by the Assistant County Attorney serving as the CCB's attorney, granted a request for a stay of the CCB proceedings to allow for the prosecution and resolution of a civil matter between Grantwood and Mr. Valentino. Later Mr. Valentino attempted to have the stay lifted and, if he had simply been a private citizen, it likely would have been lifted without much fanfare. Because he was a Commissioner, however, the process of lifting the stay became the underlying basis for numerous and continuous delays and procedural inefficiencies related to the CCB's processing of the complaint. Because Mr. Valentino was a sitting Commissioner, he became the victim of Wood's repeated and continuing manipulation of the CCB system and of the CCB itself. Mr. Valentino's efforts to have the CCB lift the stay and hear his complaint was frustrated at many steps along the way. Numerous hearings were set and then continued or canceled. Some hearings were held only to be challenged for lack of quorum. Each of these procedural delays and/or challenges not only caused my firm to have to appear for Mr. Valentino to try and get things back on track, but caused us to have to duplicate and repeat preparation for the next scheduled hearing or event. This included updating documents, responding to CCB staff communications, and repeatedly preparing witnesses to appear.

But for the actions discussed above, Mr. Valentino's fees for my assistance with presenting his claim to the CCB likely would have been in the range of $5,000.00 to $8,000.00. The fees actually incurred in relation to the CCB matter are $28,948.00. In arriving at this amount, I personally reviewed the matter history and identified only those entries that were without question related to the CCB complaint. This amount does not include fees for the civil matter with Grantwood. Therefore, Mr. Valentino seeks reimbursement of the amount of $28,948.00, reduced by a reasonable amount that likely would have been incurred in any event. I cannot share the matter history report at this point because it also contains entries related to the ongoing civil matter. I will be happy to meet with you to allow you to review the matter history if you so desire.

Please let me know if you have any questions with respect to the above and, if not, please proceed with processing Mr. Valentino's request for Commission review and approval.

Very truly yours,

H. Wesley Reeder
For the Firm

HWR/sew

Enclosures

Cost History Report

07010 Valentino Gene and Maureen

132166 Valentino, Gene - Policy rega

Billed Costs

Date	Code	Narrative	Amount
1/27/2015	363	Electronic Data Transmission 18504883077	$14.00
2/2/2015	031	B&W Reproductions	$2.50
2/4/2015	031	B&W Reproductions	$7.50
2/17/2015	025	Long Distance Call 118504887864	$0.03
3/5/2015	031	B&W Reproductions	$4.50
3/5/2015	031	B&W Reproductions	$7.50
3/5/2015	031	B&W Reproductions	$3.00
3/5/2015	031	B&W Reproductions	$7.50
3/5/2015	031	B&W Reproductions	$3.00
3/5/2015	031	B&W Reproductions	$3.00
3/5/2015	031	B&W Reproductions	$7.50
3/5/2015	031	B&W Reproductions	$3.00
3/5/2015	031	B&W Reproductions	$3.00

Billed Summary

025	LONG DISTANCE CALL	$0.03
031	Black & White Reproductions	$52.00
363	ELECTRONIC DATA TRANSMISSION	$14.00

Total Billed: $66.03

COUNTY ATTORNEYS OFFICE
28 APR 2015
PM 04:25

Matter History Report

07010 Valentino Gene and Maureen

132166 Valentino, Gene - Policy rega

Billed Time

Date	Atty	Description	Hours	Rate	Amount
7/29/2014	HWR	Review ethics complaint from Wood; phone call to Gene re: ethics complaint; phone call with Erick Mead re: settlement.	0.7	$290.00	$203.00
7/30/2014	HWR	Telephone call with Bo Jackson (investigator) re: ethics complaint; phone call to Allison Perdue re: ethics complaint; phone call with Gene re: waiver of attorney-client privilege; phone call with Allison re: attorney-client privilege.	1.1	$290.00	$319.00
7/31/2014	HWR	Review notes from Jackson call; phone call to Bo Jackson re: Valentino interview.	0.2	$290.00	$58.00
7/31/2014	HWR	Telephone call with Bo Jackson re: investigation, interview; phone call with Allison Perdue re: interview with Jackson.	0.6	$290.00	$174.00
12/7/2014	HWR	Telephone call from Gene re: meeting wiht investigator; review e-mail from Gene re: meeting with investigator; e-mail to Gene re: meeting with investigator.	0.3	$290.00	$87.00
12/9/2014	HWR	Telephone call with Bo Jackson re: meeting with Gene.	0.2	$290.00	$58.00
12/11/2014	HWR	Telephone call with Bo Jackson re: background on civil suit, competency board action.	0.5	$290.00	$145.00
1/8/2015	ENR	Conference with Wes Reeder regarding Ethics Complaint.	0.1	$125.00	$12.50
1/16/2015	ACL	Discuss ethics violation complaint with Wes. Brief review of documents.	0.5	$200.00	$100.00
1/16/2015	HWR	Receipt and review of e-mail from Gene re: ethics investigation; receive report from Commission; review Commission report and supplemental order; phone call with Gene re: report, supplemental order, response; phone call with Alison Rogers re: ethics report, her comments; conference with Andrea Lyons re: research re: ethics report, review of Commission rules; e-mail to Sherry Ware re: Commission hearing.	1.9	$290.00	$551.00
1/16/2015	HWR	Telephone call with Gene re: information from Commission, attorney fee issues; phone call with Alison Rogers re: County policy re: attorney fees.	0.4	$290.00	$116.00
1/21/2015	ACL	Review Investigative Report, Complaint, Exhibits. Telephone call with Commission on Ethics. Review of Administrative Code 34-5.006 on probable cause determination and procedure regarding our response. Research voting conflicts statute. E-mails on same. Work on preparing a response to Investigative report.	3.1	$200.00	$620.00
1/22/2015	ACL	Work on matters regarding probable cause hearing. Meet with Nicole on same.	0.3	$200.00	$60.00
1/22/2015	ENR	Receipt and Review of E-mail from Wes Reeder regarding Response to Ethics Complaint. E-mail to Andrea Lyons regarding Response to Ethics Complaint.	0.2	$125.00	$25.00
1/22/2015	ENR	Conference with Andrea Lyons regarding Response to Ethics Complaint. E-mail to Wes Reeder regarding Response to Ethics Complaint.	0.3	$125.00	$37.50
1/23/2015	HWR	Review e-mail from Andrea Lyons re: call with Ethics Commission; e-mail to Andrea Lyons re: penalties for violation.	0.2	$290.00	$58.00
1/23/2015	HWR	Review e-mail from Andrea Lyons re: response to ethics investigation report.	0.1	$290.00	$29.00
1/24/2015	ACL	Draft Response to Report on Investigation. Review of report and re-read in light of preparing Response.	4.2	$200.00	$840.00

Date	Atty	Description	Hours	Rate	Amount
1/24/2015	HWR	Conference with Andrea Lyons re: preparation of response to show cause finding.	0.4	$290.00	$116.00
1/25/2015	ACL	Finish drafting Response to Report. Make revisions and proof. E-mail from Gene. E-mail to and from Wes.	2.7	$200.00	$540.00
1/25/2015	HWR	Review Andrea Lyons' draft response re: ethics complaint; review e-mail from Gene re: attorney fees.	0.6	$290.00	$174.00
1/26/2015	ACL	Review Administrative hearing in re: Ed Depuy matter regarding violation of voting conflicts statue. Work on finalizing Response.	0.6	$200.00	$120.00
1/26/2015	ACL	Work on finalizing response. E-mails on same.	0.4	$200.00	$80.00
1/26/2015	ENR	Review of Revised Response to Ethics Complaint.(@0.00)	0.3	$0.00	$0.00
1/26/2015	ENR	Receipt and Review of E-mail from Andrea Lyons with attached Response to Ethics Complaint. Assisting Wes Reeder with Review of Response to Ethics Complaint.	0.3	$125.00	$37.50
1/26/2015	HWR	Work on/prepare response to investigation report.	1.7	$290.00	$493.00
1/27/2015	ACL	Work on transmitting Response. Review rules on proper certificate of service on all parties. Finalize everything for final filing.(@0.00)	0.8	$0.00	$0.00
1/27/2015	ACL	Make additions to Response regarding In re Depuy matter. E-mails with Gene. REview case law on attoreny fee issue.	1.6	$200.00	$320.00
1/27/2015	ENR	Review of Revised Response to Ethics Complaint. Review of Complaint. Legal Research regarding Service of Response to Ethics Complaint. Conference with Andrea Lyons regarding Service of Response. E-mail to Andrea Lyons with attached Rule 28-106.104 (Filing). Telephone Call with Andrea Lyons regarding Attorney General. Legal Research regarding Attorney General contact. E-mail Research Results to Andrea Lyons.	0.9	$125.00	$112.50
1/27/2015	HWR	Review and revise final response.	0.7	$290.00	$203.00
1/27/2015	HWR	Review final response to Commission; conference with Sherry Ware re: final response to Commission; conference with Sherry Ware re: transmittal of response to Commission.	0.8	$290.00	$232.00
1/27/2015	HWR	Review e-mail to Commission transmitting response to investigation report; e-mail to Gene re: report to Commission; review Andrea Lyons' e-mail re: certificate of service; review e-mail re: confirmation of response receipt by Commission.	0.4	$290.00	$116.00
1/27/2015	HWR	Telephone call with Gene re: revisions to responses; review client comments to response; revise response.	1.2	$290.00	$348.00
1/28/2015	HWR	Receipt and review of e-mail from Gene re: approval of final response; review e-mail from Andrea Lyons re: final response.	0.2	$290.00	$58.00
1/31/2015	ENR	Receipt and Review of E-mail from Wes Reeder regarding Claim for Attorney Fees for the Ethics Matter with attached Legal Representation Policy.	0.2	$125.00	$25.00
2/2/2015	ENR	Finalize Request for Attorney Fees.	1	$125.00	$125.00
2/2/2015	ENR	Review of Policy regarding Legal Representation for Commissioners and County Employees. Begin Drafting Request for Attorney Fees.	2.1	$125.00	$262.50
2/4/2015	ACL	Receipt and review of Recommendation from Advocate. Review policy regarding response to same. E-mails on same.	0.4	$200.00	$80.00
2/4/2015	ENR	Receipt and Review of Advocate's Recommendation. Receipt and Review of E-mail from Andrea Lyons regarding same. Conference with Wes Reeder regarding Probable Cause Hearing.	0.4	$125.00	$50.00
2/4/2015	HWR	Receipt and cursory review of finding of advocate; conference with staff re: March hearing, response.	0.4	$290.00	$116.00
2/4/2015	SKC	Conference with Wes Reeder and Nicole Ransom regarding hearing on probable cause letter.	0.1	$150.00	$15.00

Date	Atty	Description	Hours	Rate	Amount
2/5/2015	HWR	Review e-mail re: response deadline re: Advocate's finding; conference with Sherry Ware re: response to Advocate's letter.	0.2	$290.00	$58.00
2/5/2015	HWR	Review Advocate's response.	0.3	$290.00	$87.00
2/10/2015	ACL	Review CCB rules and regulations regarding restitution. Review case law for admissibility of CCB findings in Circuit case. Begin draft of Response to Advocate's Recommendation.	0.8	$200.00	$160.00
2/10/2015	ACL	Meet with Wes regarding Advocate's Recommendation.	0.7	$200.00	$140.00
2/10/2015	ENR	Meeting with Wes Reeder and Andrea Lyons regarding Response to Advocate's Recommendation.	0.7	$125.00	$87.50
2/10/2015	ENR	Researching CCB Rules and Regulations regarding Restitution. Conference with Wes Reeder regarding Restitution Results. Conference with Andrea Lyons regarding Restitution Results in Preparation for Response to Advocate's Recommendation.	0.4	$125.00	$50.00
2/10/2015	HWR	Review and prepare for response to Advocate's recommendation.	0.3	$290.00	$87.00
2/13/2015	ACL	Draft response to Advocate's Recommendation. Revise and make revisions to same.	7.1	$200.00	$1,420.00
2/15/2015	ACL	Revise and finish Response in Opposition to Advocate's Recommendation.	1.2	$200.00	$240.00
2/16/2015	ACL	E-mails with client regarding Advocate's Recommendation and our response. Prepare for meetings this afternoon.	0.3	$200.00	$60.00
2/16/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Response to the Advocate's Recommendation. Review of Response.	0.3	$125.00	$37.50
2/16/2015	HWR	Review and reply to e-mail from Gene re: reply to Advocate's recommendation; review draft response to Advocate's recommendation.	0.4	$290.00	$116.00
2/16/2015	HWR	E-mail to Gene re: Advocate's recommendation.	0.2	$290.00	$58.00
2/16/2015	HWR	Telephone call with Andrea Lyons re: preparation for hearing; prepare for meeting with Gene; phone call with Gene re: cancellation of hearing.	1.2	$290.00	$348.00
2/17/2015	ACL	Work on finalizing Response to Advocate. Discuss same with Wes.	0.5	$200.00	$100.00
2/17/2015	ENR	Receipt and Review of Electronic Service of Response to Advocate's Recommendation (Attorney General). Receipt and Review of Electronic Service of Response to Advocate's Recommendation (Ethics Commission).	0.2	$125.00	$25.00
2/17/2015	HWR	Review and revise response to Advocate; conference with Sarah Carpenter re: response to Advocate.	0.5	$290.00	$145.00
2/17/2015	HWR	Review and revise response to Advocate; conference with Andrea Lyons re: revisions to response to Advocate; final revisions to response to Advocate.	2.3	$290.00	$667.00
2/17/2015	SEW	Preparation of certificate of service for response in opposition to Advocate's recommendation.	0.1	$75.00	$7.50
2/18/2015	ENR	Receipt and Review of E-mail from Ethics Confirming Receipt of Response to Advocate's Recommendation.	0.1	$125.00	$12.50
2/18/2015	HWR	Review and reply from Commission on Ethics confirming filing.	0.1	$290.00	$29.00
2/19/2015	HWR	Telephone call with Melody re: pre-probable cause hearing settlement.	0.4	$290.00	$116.00
2/19/2015	HWR	Telephone call with Melody re: settlement; phone call with Melody re: dismissal of Count 2.	0.6	$290.00	$174.00
2/19/2015	HWR	Review e-mail transmitting response to Advocate's recommendation.	0.1	$290.00	$29.00
2/23/2015	ACL	Work on matters regarding ethics probable cause hearing.	0.4	$200.00	$80.00

Date	Atty	Description	Hours	Rate	Amount
2/23/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Gene Valentino's Comments on Initial Response to the Ethics Complaint. E-mail response regarding same.	0.1	$125.00	$12.50
2/23/2015	HWR	Telephone call from Advocate re: penalties, compromise; conference with Andrea Lyons re: same.	0.1	$290.00	$29.00
2/24/2015	ACL	Talk with Melody Hadley. Work on matters for probable cause hearing.	0.3	$200.00	$60.00
2/24/2015	ENR	Receipt and Review of E-mail from Andrea Lyons regarding Telephone Call with Attorney General who Agreed to Drop the Second Charge.	0.1	$125.00	$12.50
2/25/2015	HWR	Telephone call to Gene re: offer from Melody; phone call with Alison re: attorney fee claim; review and reply to e-mail from Andrea Lyons re: offer from Melody; phone call with Gene re: hearing before Commission on Ethics; phone call with Alison Rogers re: fee issue.	1.1	$290.00	$319.00
2/26/2015	ACL	Receipt of e-mails from Gene.	0.1	$200.00	$20.00
2/27/2015	ACL	Work on matters for hearing on Ethics violation.	0.3	$200.00	$60.00
3/2/2015	HWR	Receipt and review of e-mail from Gene re: complaint re: sheriff.	0.2	$290.00	$58.00
3/3/2015	ACL	Work on matters for ethics hearing this friday. Meet with Wes on same.	0.4	$200.00	$80.00
3/3/2015	ENR	Assisting Wes Reeder with Client Call.	0.2	$125.00	$25.00
3/3/2015	HWR	Conference with Andrea Lyons re: hearing with Ethics Commission; phone call with Gene re: hearing before Ethics Commission.	0.5	$290.00	$145.00
3/4/2015	HWR	Telephone call with Melody re: Friday hearing.	0.1	$290.00	$29.00
3/4/2015	HWR	Telephone call with Millie with Commission on Ethics.	0.3	$290.00	$87.00
3/5/2015	ENR	Conference with Wes Reeder regarding Ethics Commission Rules. Legal Research regarding Rules. Researching Penalties. Assisting Wes Reeder with Review of Florida Statutes and Preparation for Hearing.	0.5	$125.00	$62.50
3/5/2015	ENR	Conference with Wes Reeder regarding Preparation for Probable Cause Hearing. Review and Preparation of Complaint and Order to Investigate; Report of Investigation; Response to Report of Investigation; Advocate's Recommendation; and Rebuttal to Advocate's Recommendation. Review of E-mails from Millie with the Ethics Commission regarding Hearing Attendance. Telephone Call to Andrea Lyons regarding Hearing. E-mail to Wes Reeder regarding Same. E-mail to Wes Reeder regarding Formal Stipulation for Dismissal of Second Charge. Legal research regarding Duties and Powers of Commission; Voting Conflicts; Definitions; Caselaw; and Probable Cause Determination in Preparation for Probably Cause Hearing.	1.9	$125.00	$237.50
3/5/2015	HWR	Prepare for hearing re: Ethics Commission; travel to hearing; review file re: hearing preparation.	5.1	$290.00	$1,479.00
3/5/2015	SKC	Legal Research jurisdiction and penalties where person is no longer a public official.	0.5	$175.00	$87.50
3/6/2015	ACL	Close up matters on ethics violation and lack of probable cause. E-mail on same.	0.3	$200.00	$60.00
3/6/2015	ENR	Conference with Wes Reeder regarding Hearing on Ethics Complaint.	0.2	$125.00	$25.00
3/6/2015	HWR	Prepare for hearing with Commission; attend/conduct hearing; travel post hearing.	6.5	$290.00	$1,885.00
3/8/2015	HWR	Review e-mail from Gene re: result of hearing on ethics complaint.	0.1	$290.00	$29.00
3/16/2015	ACL	Receipt and review of Public Report of Ethics Commission. E-mails on same.	0.1	$200.00	$20.00

Date	Atty	Description	Hours	Rate	Amount
3/16/2015	ENR	Receipt and Review of Public Report. Review of E-mail to Gene Valentino with attached Public Report. Receipt and Review of E-mail from Maureen Valentino. Receipt and Review of E-mail from Gene Valentino.	0.2	$125.00	$25.00
3/16/2015	HWR	Receipt and review of public report dismissing claim; e-mail to client re: public report.	0.2	$290.00	$58.00
3/17/2015	HWR	Review County rules re: fee reimbursement.	0.2	$290.00	$58.00
		Total	72.10		$16,414.00

Billed Time Summary

ACL	0.8	$0.00	$0.00
ACL	26.3	$200.00	$5,260.00
ENR	0.3	$0.00	$0.00
ENR	10.4	$125.00	$1,300.00
HWR	33.6	$290.00	$9,744.00
SEW	0.1	$75.00	$7.50
SKC	0.6	$162.50	$102.50

DATE FILED
MAR 11 2015
COMMISSION ON ETHICS

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re GENE VALENTINO,

Respondent.

Complaint No. 14-099

PUBLIC REPORT

Based on the preliminary investigation of this complaint, the Commission on Ethics departs from the recommendation of the Commission's Advocate and finds that there is no probable cause to believe the Respondent, as an Escambia County Commissioner, violated Section 112.3143(3)(a), Florida Statutes, by voting on a February 6, 2014, motion, to direct the County Attorney to develop an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss; and finds there is no probable cause to believe that Respondent violated Section 112.3143(3)(a), Florida Statutes, by voting on an April 29, 2014, motion, to modify an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss; as alleged in this complaint.

Accordingly, this complaint is dismissed with the issuance of this public report.

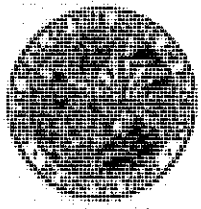
ORDERED by the State of Florida Commission on Ethics meeting in executive session on March 6, 2015.

March 11, 2015
Date

Linda M. Robison
Linda McKee Robison
Chair

cc: Ms. H. Wesley Reeder, Attorney for Respondent
Ms. Melody Hadley, Commission Advocate
Mr. Grant J. Wood, Complainant

Morgan R. Bentley
Chair
Linda McKee Robison
Vice Chair
Michelle Anchors
Matthew F. Carlucci
I. Martin Ford
Tom Freeman
Susan Horovitz Maurer
Stanley M. Weston



State of Florida
COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709

325 John Knox Road
Building E, Suite 200
Tallahassee, Florida 32303

Virlindia Doss
Executive Director

C. Christopher Anderson, III
General Counsel/
Deputy Executive Director

(850) 488-7864 Phone
(850) 488-3077 (FAX)
www.ethics.state.fl.us

"A Public Office Is a Public Trust"

June 2, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Confidential

Commissioner Gene Valentino
15026 Innerarity Point Rd.
Pensacola, FL 32507

RE: Complaint No. 14-099, In re GENE VALENTINO

Dear Commissioner Valentino:

The above-captioned complaint, recently received in the office of the Commission on Ethics, is being transmitted to you pursuant to the requirements of Section 112.324, Florida Statutes. This office will forward all future correspondence in this matter to you at the above-listed mailing address unless otherwise notified of a change in your address. This transmittal is a routine administrative requirement which should not be construed as an approval, disapproval, or judgment of the complaint, either as to its terminology or merits.

Please note that this complaint, as well as all of the Commission's proceedings and records relating to the complaint, remain confidential either until you make a written request to the Commission that such records be made public or until the complaint reaches a stage in the Commission's proceedings where it becomes public. Unless we receive a written waiver of confidentiality from you, our office is not free to release any documents or to comment on this complaint to members of the public or the press, so long as the complaint remains in a confidential stage. The Commission's procedures on confidentiality do not govern the actions of the complainant or the respondent.

The following information is submitted to aid you in understanding the review that a complaint may go through under the Commission's rules. The first stage in our complaint process is a determination of whether the allegations of the complaint are legally sufficient, that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation and all records relating to the complaint will become public at that time.

If the complaint is legally sufficient but pertains solely to allegations of errors or omissions in financial disclosure forms, a determination will be made as to whether the error(s) or omissions(s) are significant to investigate. If the error(s) or omissions(s) are determined to be minor or inconsequential, you will be so notified and will be given 30 days in which to correct the error(s) or omission(s). If the correction is made, the complaint will be dismissed. If no correction is made, the complaint will advance to the next step in the process.

If the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The next stage of the Commission's proceedings involves the preliminary investigation of the complaint and a decision by the Commission of whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the complaint is investigated, you and the complainant will be given an opportunity to speak with the Investigator. You also will be sent a copy of our investigative report prior to any action by the Commission and will be given the opportunity to respond to the report in writing. If the Commission finds that there is no probable cause to believe that there has been a violation of the ethics laws, the complaint will be dismissed and will become public at that time.

If the Commission finds that there is probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and enters the last stage of proceedings, which requires that the Commission decide whether the law actually was violated and, if so, whether a penalty should be recommended. At this stage, you have the right to request a public hearing (trial) at which evidence would be presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

You are entitled to be represented by legal counsel during our proceedings. Upon written request, documents and notices regarding the complaint will be provided to your attorney.

If you are unfamiliar with the ethics laws and the Commission's responsibilities, I encourage you to access our website at www.ethics.state.fl.us, where you will find publications, rules, and other information. If there are any questions concerning this complaint or the procedures being followed by the Commission, please feel free to contact Ms. Kaye Starling, our Complaint Coordinator, at (850) 488-7864.

Sincerely,

Virlindia Doss
Executive Director

Enclosure

cc: Mr. Grant J. Wood, Complainant

ORIGINAL

STATE OF FLORIDA
COMMISSION ON ETHICS
P. O. DRAWER 15709, TALLAHASSEE, FLORIDA 32317-5709

FLORIDA
COMMISSION ON ETHICS
MAY 30 2014
RECEIVED

COMPLAINT
14-099

1. PERSON BRINGING COMPLAINT:

Name: GRANT J. WOOD Telephone Number: 850 554-6343

Address: 5532 SEA SPRAY DRIVE

City: PENSACOLA County: ESCAMBIA Zip Code: 32507

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:
Current or former public officer, public employee, candidate, or lobbyist - please use one complaint form for each person you wish to complain against:

Name: GENE VALENTINO Telephone Number: 850 595 4920 or 384 2055

Address: 15026 INNERARITY POINT ROAD

City: PENSACOLA County: ESCAMBIA Zip Code: 32507

Title of office or position held or sought: ESCAMBIA COUNTY COMMISSIONER, DISTRICT 2

3. STATEMENT OF FACTS:
Please explain your complaint fully, either on the reverse side of this form or on additional sheets, providing a detailed description of the facts and the actions of the person named above. Include relevant dates and the names and addresses of persons whom you believe may be witnesses. If you believe that a particular provision of Article II, Section 8, Florida Constitution (the Sunshine Amendment) or of Part III, Chapter 112, Florida Statutes (the Code of Ethics for Public Officers and Employees) has been violated, please state the specific section(s). Please do not attach copies of lengthy documents; if they are relevant, your description of them will suffice. Also, please do not submit video tapes or audio tapes.

4. OATH

I, the person bringing this complaint, do depose on oath or affirmation and say that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

Grant J. Wood
SIGNATURE OF COMPLAINANT

STATE OF FLORIDA
COUNTY OF Escambia

Sworn to (or affirmed) and subscribed before me this 29th day of May, 20 14, by Grant J. Wood (name of person making statement)

Darlene Pugh
(Signature of Notary Public - State of Florida)

Darlene Pugh
Florida Notary No. EE829901
Commission Expires 11/15/16
(Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ✓
Type of Identification Produced: FLDL

CE FORM 50—EFF. 4/2008

Jurisdiction of the Commission: The Commission on Ethics has the authority to review and investigate complaints concerning possible breaches of the public trust (violations of the State's ethics laws) by public officers, public employees, and similar persons involved with state and local government in Florida, including Executive Branch lobbyists. Complaints about the actions of Judges should be brought to the Judicial Qualifications Commission, and complaints against attorneys in private practice should be made to The Florida Bar.

Procedures followed by the Commission: The Commission follows a three-stage process when it considers complaints.

The first stage is a determination of whether the allegations of the complaint are legally sufficient, that is, whether the complaint indicates a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation and all records relating to the complaint will become public at that time.

If the complaint is found to be legally sufficient, the investigative staff of the Commission will begin an investigation. The second stage of the Commission's proceedings involves this investigation of the complaint and a decision by the Commission of whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds that there is no probable cause to believe that there has been a violation of the ethics laws, the complaint will be dismissed and will become public at that time.

If the Commission finds that there is probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and enters the third stage of proceedings. The third stage requires that the Commission decide whether the law actually was violated and, if so, what penalty should be recommended. This stage requires a public hearing (trial) at which evidence would be presented.

Attorney's Fees: If the complaint is dismissed, the person against whom the complaint is filed can file a petition to have the complainant pay his or her attorney's fees, which will be awarded after a hearing if the Commission finds that the complaint was made with a malicious intent to injure the official's reputation, the complainant knew that the statements made about the official were false or made the statements about the official with reckless disregard for the truth, and the statements were material.

Confidentiality: The Commission cannot accept anonymous complaints and cannot keep the identity of the complainant or any witness confidential. A complaint, as well as all of the Commission's proceedings and records relating to the complaint, is confidential and exempt from the public records law either until the person against whom the complaint is made waives confidentiality, or until the complaint reaches a stage in the Commission's proceedings where it becomes public. The Commission's procedures on confidentiality do not govern the actions of the complainant or the person against whom the complaint is made.

Legal Counsel: Both the complainant and the person complained against can be represented by legal counsel during the Commission's proceedings.

Other Information: More information about the ethics laws and the Commission's responsibilities is available at the Commission's website, www.ethics.state.fl.us, which contains publications, rules, and other information.

Statement of Facts:

At the February 6, 2014 meeting of the Escambia County Commission, Mr. Gene Valentino, County Commissioner for District 2 in Escambia County, made a motion to turn down an earlier decision made by the Construction Competency Board which granted a stay on a complaint filed with the Competency Board which, at the same time was pending in the County Court. (see section 12 of Minutes BCC).

Escambia County has previously allowed a policy for the Construction Competency Board to "stay" action on complaints as to related civil claims that had been filed in County or Circuit Court at or about the same time as the complaint (and/or evidence presented during the course of hearing the complaint) due to the fact that action taken or decision made by the Competency Board could have a some impact on the case filed in Court.

There is a conflict of interest in that while Mr. Valentino made motion, pressed many arguments in favor, and ultimately voted on this matter, he himself also has a complaint filed with the Construction Competency Board which has been "stayed" due to a pending case in the County or Circuit Court.

While Mr. Valentino stated at the meeting that he had a matter before the Competency Board, he did not relay the fact that the matter had been stayed pending a decision in the County Court. Mr. Valentino's motion and vote to change the current policy in regards to cases before the Competency Board with decisions pending in County Court has had a direct and immediate impact on his own case before the Competency Board.

Copies of the video of the Board of County Commissioners meeting are available through the link provided with the minutes of the action on item 12 of that agenda. These make clear that Mr. Valentino pressed this action item over and above the immediate appeal of a case that had been stayed (the Commissioners rejected overruling that stay), and then moved and sought a general policy requiring Competency Board cases to proceed without regard to related civil actions.

https://www.dropbox.com/s/62c9oqr91308evr/BCC%20Minutes%2020140206.pdf

https://www.dropbox.com/s/3ox6vwbs8buev4z/BOCCFeb062014Issue.mp4

Only days after the February Escambia Board of County Commissioners Meeting (and the decision on the new policy), and before any policy had in fact been drafted or promulgated by County staff, much less finally approved by the Board of County Commissioners, Mr. Valentino made request to the Competency Board through his attorney to reverse the stay on his own case before the Construction Competency Board. (Please see Attachment 1 A and 1B)

This is a violation of §112.3143(3)(a), Fla. Stat.: "No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by

whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer."

It is also a violation of §112.3143(4), Fla. Stat.: "No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter."

This conduct is liable to the penalties provided in §112.317, Fla. Stat., and may be subject to those set forth in § 112.3173(e)(5), Fla. Stat.

I demand the Commission investigate and provide all appropriate remedies for these unlawful and unethical acts.

Sincerely,

Grant J. Wood
Grantwood Contracting Co. Inc.
Fl. Lic. # RR0066665
Ph:850.492.3900
Cell:850.554.6343
Fax:850.492.1950
grantwood@bellsouth.net

ATTACHMENT 1 A

EMMANUEL, SHEPPARD & CONDON

ATTORNEYS AT LAW SINCE 1913

POST OFFICE DRAWER 1271
PENSACOLA, FLORIDA 32591-1271

30 SOUTH SPRING STREET
PENSACOLA, FLORIDA 32502-5612
ESCLAW.COM PENSACOLALAWYER.COM
(850) 433-6581
TOLL FREE 1-800-433-6581
FAX (850) 434-9350

JOHN H. ADAMS
ALAN B. BOOKMAN +
GERALD L. BROWN
BARRY K. CARPENTER
ERICK M. GRUCKA ++
PATRICK G. EMMANUEL, JR. +
ROBERT A. EMMANUEL ++
GREGORY P. FAVARO
DAVID HUNDLEY FOX +
VAN P. GIBBONS
CHARLES P. HOREN
HOLLY V. JUNKOVOY
ANDREA C. LYONS

CRISTA A. MALONE
JOHN W. MONROE, JR. +
JOSEPH A. PASSERETTI
P. MICHAEL PATTERSON
WANDA W. RADCLIFF +
H. WESLEY REEDER ++
T. BRANE ROWE
WARREN H. TODD
CECILY M. WELSH
CHARLES P. YOUNG ++

PATRICK G. EMMANUEL, RETIRED
ALAN C. SHEPPARD, 1921 - 2014
A. G. CONDON, JR., 1934 - 2011

+BOARD CERTIFIED REAL ESTATE LAWYER ++BOARD CERTIFIED CONSTRUCTION LAWYER +++BOARD CERTIFIED CIVIL TRIAL LAWYER

February 17, 2014

BY HAND DELIVERY

Escambia County Contractor Competency Board
Attn: Ms. Sue Garrett
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

Re: Valentino, Gene & Maureen v. Grantwood Contracting Co., Inc.
Our File No.: 07010-126432
Complaint No.: COM120800011

Dear Ms. Garrett:

In light of the Board of County Commissioners' February 6, 2014, motion, approved 5-0, "to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences," my clients, Gene and Maureen Valentino, respectfully request that the Escambia County Contractor Competency Board lift the stay in the above-referenced matter currently pending before this Board and move forward with the processing of the disciplinary hearing.

Further, it is requested that my clients' request to lift the stay be placed on the agenda for this Board's Wednesday, April 2nd, meeting.

Very truly yours,

H. Wesley Reeder

HWR/enr

RECEIVED
FEB 19 2014
CONTRACTOR
COMPETENCY BOARD
2:00 pm

5

http://agenda.myescambia.com/print_all.cfm?seq=1033&reloaded=

ATTACHMENT 1 B

AGENDA

REGULAR MEETING & PUBLIC HEARINGS

Escambia County Contractor Competency Board
April 2, 2014–Time 9:00 a.m.
Escambia County Central Office Complex
3363 West Park Place

1. Call to Order.
2. Determination of Quorum.
3. Proof of Publication.
4. Approval of Minutes: November 6, 2013; January 8, 2014, February 5, 2014 and March 5, 2014.
5. Public Forum.
6. Board Secretary Status Report.
7. Old Business

A. Discussion regarding proposed Rules and Procedures of the Escambia County Contractor Competency Board.

B. **FOR INFORMATION:**
1. Notice of Appeal with Concurrent Request to Relinquish/Reserve Limited Jurisdiction for Pending County Enforcement Board Decision - Appeal to Circuit Court by Wayne Mitchell, Esq., counsel for Complainant/Homeowner, McLammy - re: Citation No.: 2013-7K; Timothy Duggins, et al. (received March 10, 2014)
2. Order on Petitioner's "Notice of Appeal With Concurrent Request to Relinquish/Reserve Limited Jurisdiction for Pending County Enforcement Board Decision" - re: Citation No.: 2013-7K; Timothy Duggins, et al (received March 28, 2014)

6

ATTACHMENT 1 B

AGENDA

REGULAR MEETING & PUBLIC HEARINGS

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April 2, 2014–Time 9:00 a.m.
Escambia County Central Office Complex
3363 West Park Place

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2. Determination of Quorum.
3. Proof of Publication.
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2. Order on Petitioner's "Notice of Appeal With Concurrent Request to Relinquish/Reserve Limited Jurisdiction for Pending County Enforcement Board Decision" - re: Citation No.: 2013-7K; Timothy Duggins, et al (received March 28, 2014)

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8. Show Cause Hearing

A. **MOTION HEARING: Complaint No.: COM120800011; Valentino vs Grant Wood and GrantWood Contracting Company, Inc.**
Motion to Lift Stay filed by Wes Reeder, Esq. on behalf of Complainants/Homeowners.
Stay was granted May 15, 2013 by vote of 6-3.

B. **MOTION HEARING: Citation No.: 2013-7K; McClammy vs. Timothy Duggins, et al**
Motion To Lift Stay filed by Wayne Mitchell, Esq. on behalf of Complainant/Homeowner.
Stay granted on January 8, 2014 by 7-2 vote.
Board of County Commissioners upheld the stay on February 6, 2014, denying the Complainant/Homeowner's appeal.

C. **SHOW CAUSE HEARING**: Complaint No.: COM131200028 - Kimberly Cobb (1119 N Pace Blvd) vs. Donald Wright and Wright Roofing Company, Certificate of Competency License No.: RR0029/RC0029939.

D. **SHOW CAUSE HEARING:** Complaint No.: UN140100022 - Paula Lambeth & Christina Lambeth [28 Randolph Drive] vs. Antonio Villegas and Rough Plumbing, LLC, Certificate of Competency License No.: MPG2038.

E. **SHOW CAUSE HEARING:** Complaint No.: COM140200003 - Escambia County Contractor Licensing vs. Antonio Villegas/Rough Plumbing, LLC, Certificate of Competency License No.: MPG2038.

F. **SHOW CAUSE HEARING:**
Complaint No.: COM130900019 (Case #1) - Gabrieli A. Davis vs. David Rademacher and Horizon Sunrooms & Spas, Inc. (Certificate of Competency License No.: SS0017)

The Board of County Commissioners, at its regular meeting on March 18, 2013, voted to remand Complaint No.: COM130900919 back to the Contractor Competency Board for rehearing.

9. UNPERMITTED / UNLICENSED ACTIVITY / COMPLAINTS:

A. **COMPLAINT:** BETTY HINKLE vs. JAMES B. FREEMAN/FREEMAN ROOFING - RR0133/RC0058058
RE: 1112 GRENELEFE, CANTONMENT, FL

10. NOTICE TO APPEAR:

A. JAMES B. FREEMAN/FREEMAN ROOFING - RR0133/RC0058058
Notice of Violation: Twenty-two (22) open/expired permits with no inspection(s).

B. **NOTICE TO APPEAR: PUBLIC HEARING/SHOW CAUSE HEARING -**
Case No.: UN140200089 - ERNIE LEROY HALL, CRC1329317; TCI, Inc. dba Installed Building Products - Panhandle
re: 8748 Hollinsworth, Pensacola, FL

11. Written Communication - NONE

12. Adjournment.

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Linda McKee Robison
Chair
Stanley M. Weston
Vice Chair
Michelle Anchors
Matthew F. Carlucci
Michael Cox
I. Martin Ford
Tom Freeman
Wiley Horton
Susan Horovitz Maurer

State of Florida
COMMISSION ON ETHICS
325 John Knox Road
Building E, Suite 200
Tallahassee, Florida 32303

"A Public Office is a Public Trust"

Virlindia Doss
Executive Director

C. Christopher Anderson, III
General Counsel/ Deputy Executive Director

(850) 488-7864 Phone
(850) 488-3077 (FAX)
www.ethics.state.fl.us

January 13, 2015

Gene Valentino
15026 Innerarity Point Road
Pensacola, Florida 32507

RE: Complaint No. 14-099, In re GENE VALENTINO

Dear Mr. Valentino:

Enclosed is a copy of the Report of Investigation for the above-referenced complaint, as well as a copy of the Executive Director's order to investigate the complaint and an Order for Supplemental Investigation, which details the allegations that were investigated. The probable cause hearing in this complaint tentatively is scheduled for Friday, March 6, 2015. The meeting will be held at the Florida Department of Business and Professional Regulation, Professions Board Room, 1940 North Monroe Street in Tallahassee, Florida, beginning at 10:00 a.m.

Under Commission Rule 34-5.006, F.A.C., the Respondent has 14 days from the date of this letter within which to file written responses to the Report of Investigation with the Commission. An Assistant Attorney General has been designated as the Advocate for the Commission and will present a recommendation on this matter to the Commission. You will be given additional time within which to respond to the Advocate's Recommendation, a copy of which will be transmitted to you on or before February 3, 2015. Any written responses that we receive within the above time periods will be considered by the Commission when it meets to determine whether there is probable cause to believe that any of the ethics laws have been violated, as alleged in this complaint.

If the Commission finds no probable cause to believe that a violation has occurred, the complaint will be dismissed and no further action will be taken. If the Commission finds probable cause, the Respondent will have the right to a full, evidentiary hearing before any final determination is made.

If there are any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Millie W. Fulford

Millie W. Fulford
Complaint Coordinator

cc: Commission Advocate

DATE FILED

JAN 12 2015

COMMISSION ON ETHICS

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re GENE VALENTINO,

Respondent.

Complaint No. 14-099

CONFIDENTIAL

ORDER FOR SUPPLEMENTAL INVESTIGATION OF
FACTS MATERIALLY RELATED TO COMPLAINT

FROM THE preliminary investigation of this complaint, it appears that there are facts materially related to this complaint, consisting of facts which tend to show violations of the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes) by the Respondent other than those alleged in the complaint and consisting of separate instances of the same or similar conduct as alleged in the complaint, or consisting of facts which tend to show violations of the Code of Ethics by the Respondent which arise out of or in connection with the allegations of the complaint.

Section 112.322(1), Florida Statutes, requires the Commission to investigate complaints of violation of the Code of Ethics, "including investigation of all facts . . . materially related to the complaint at issue," which phrase is defined in Section 112.312(11), Florida Statutes.

It appears from the preliminary investigation of this complaint that the Respondent may have violated provisions of the Code of Ethics other than as referred to in the complaint [possible violation of Section 112.3143(3)(a), Florida Statutes, due to failure to comply with the voting conflict statute regarding a vote which occurred on April 29, 2014] and that the possible violations are materially related to the allegations of the complaint.

WHEREFORE, staff of the Commission on Ethics shall augment the preliminary investigation of this complaint (to the extent necessary, if any) for a probable cause

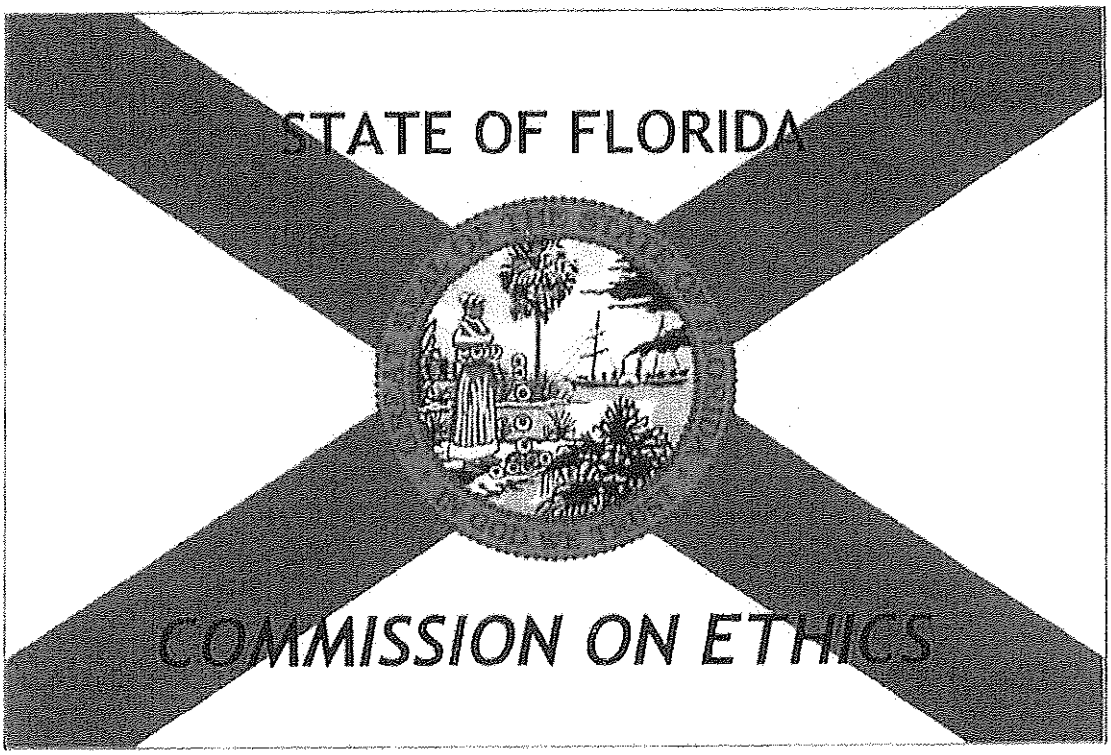
determination of whether the Respondent has violated the Code of Ethics as set forth in the investigative order previously entered under the above-referenced complaint number and for a probable cause determination of whether the Respondent has violated Section 112.3143(3)(a), Florida Statutes, as set forth above.

January 12, 2015
Date

Virlindia Doss
by C. Christopher Anderson III
Virlindia Doss
Executive Director

VAD/gps

REPORT OF INVESTIGATION



Complaint Number 14-099

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: Gene Valentino
Former Escambia County Commissioner
Pensacola, Florida

COMPLAINT NO.: 14-099
Exhibits A - F

INVESTIGATED BY: H B Jackson
H. B. Jackson

Distribution: Commission on Ethics
Respondent
Advocate
File

Releasing Authority: Virlindia Doss
by C. Christopher Anderson III
Executive Director

January 12, 2015
Date

* * * *

REPORT OF INVESTIGATION
COMPLAINT NO. 14-099

(1) The complaint was filed by Mr. Grant Wood of Pensacola. The Respondent, Mr. Gene Valentino, is a former Escambia County Commissioner. The Complainant alleges that the Respondent argued and voted for the County Commission to change a County policy which permitted the County's Contractor Competency Board (CCB) to stay complaints which might affect civil actions filed in county or circuit court. The complaint claims the Respondent's actions had a "direct and immediate impact" on a complaint the Respondent had filed with the CCB. The Complainant relates that the Respondent's complaint before the CCB had been stayed pending a decision in county court at the time the Respondent voted on the County's policy to stay complaints. The complaint alleges the Respondent did not disclose to the County Commission that his claim before the CCB had been stayed—and, therefore, would be affected by a change in County policy—at the time that he advocated for changing the policy.

(2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint, the above-referenced allegation was sufficient to warrant a preliminary investigation to determine whether the Respondent violated Section 112.3143(3)(a), Florida Statutes (Voting Conflicts).

NOTE: A chronology of events is included as Exhibit A.

(3) Escambia County records reflect that on November 16, 2009, a building permit was awarded to Grantwood Contracting Company, Inc., the Complainant's company, for a renovation project at the Respondent's residence. Records reflect that on September 15, 2011, the County conducted the final inspection of the construction work at the Respondent's residence that was completed in connection with the permit obtained by Grantwood Contracting. The records reflect that on October 7, 2011, an electrical contractor who provided services during the Respondent's home renovation project through Grantwood Contracting filed a contractor's claim of lien against the Respondent's property. Additionally, County records reflect that on February 21, 2012, Grantwood Contracting also filed a contractor's lien against the Respondent's property.

(4) County records reflect that Mr. H. Wesley Reeder, an attorney who represented the Respondent in matters related to the above-referenced contractor liens, filed a complaint on August 1, 2012, with the CCB against Mr. Grant Wood, a County-licensed contractor and the owner of Grantwood Contracting.

(5) Ms. Glenda Sue Garrett, Secretary to the CCB, advised that the Board conducts administrative hearings of complaints filed against County-licensed contractors to determine whether probable cause exists to believe that the contractor has violated Chapter 489, Florida Statutes (Construction Contracting). She advised that the CCB has the authority to revoke a

contractor's license and to impose fines. However, she said that all decisions of the CCB can be appealed to the County Commission.

(6) Ms. Garrett advised that on May 15, 2013, the CCB granted a "motion for stay" which had been requested by Grantwood Contracting regarding the complaint filed by Mr. Reeder. She explained that because the Respondent and Grantwood Contracting were involved in civil litigation stemming from the contractor's lien against the Respondent's property, the CCB approved the motion for stay, thereby delaying the CCB review of the complaint against Grantwood Contracting pending the outcome of the related civil litigation. Minutes of the subject CCB meeting are included as Exhibit B.

(7) Ms. Garrett recalled that on January 7, 2014, the Respondent forwarded to her an email message (included as Exhibit C) in which he requested that the CCB's review of the complaint filed by Mr. Reeder agalnst Grantwood Contracting not be delayed any longer and that she place a hearing on the complaint on the CCB's agenda for its next scheduled meeting. Ms. Garrett noted that the Respondent specifically stated in the message that he was making the request as a County citizen and not as a County Commissioner.

(8) Ms. Garrett recalled that on February 6, 2014, in a separate CCB matter, the County Commission considered an appeal by Mr. Albert McClammy. She recalled that Mr. McClammy had requested that the Commission reverse a previous decision of the CCB granting a stay of a complaint that he had filed against a contractor. Ms. Garrett explained that similar to the Respondent's complaint against Grantwood Contracting, Mr. McClammy had filed a complaint with the CCB and the CCB had approved a motion to stay the complaint on December 11, 2013. Ms. Garrett further recalled that Mr. McClammy was also involved in a civil lawsuit with his contractor. The effect of the stay, she said, was that the CCB would not review the complaint until the civil litigation between Mr. McClammy and the contractor had concluded. Therefore, Ms. Garrett recalled, Mr. McClammy appealed to the County Commission during the February 6, 2014, meeting to reverse the CCB's approval of the stay so that the CCB would more timely review his complaint.

(9) The minutes (included on page D-2 of composite Exhibit D) of the February 6, 2014, County Commission meeting reflect that the Respondent made a motion and voted to reverse the previous decision by the CCB to grant a stay regarding Mr. McClammy's complaint. The record reflects that the Respondent's motion failed on a two to three vote, and the Commission upheld the stay of Mr. McClammy's complaint which had previously been approved by the CCB.

(10) A review of the video recording of the meeting in question revealed that the Respondent disclosed prior to voting on the McClammy matter that he was involved in an active complaint before the CCB and that he had discussed the matter with the County Attorney, Ms. Alison Rogers, prior to the vote. The Respondent further stated that Ms. Rogers had advised that he did not have a voting conflict relative to the McClammy measure before the Commission and that he would be participating in the discussion and vote on the matter. During his verbal disclosure, the Respondent did not state that the CCB had approved

a motion for stay of his complaint, nor did he file a CE Form 8B (Memorandum of Voting Conflict) regarding the measure.

(11) Ms. Rogers recalled that the Respondent sought her advice prior to the February 6, 2014 meeting regarding whether he had a voting conflict relative to the measure involving the appeal of the CCB's stay of Mr. McClammy's complaint. Ms. Rogers advised that she was aware of the contractor's liens against the Respondent's property at the time. Also, she said, she was aware that Mr. Reeder had filed a complaint on behalf of the Respondent against Grantwood Contracting which the CCB had stayed. Ms. Rogers said that she advised the Respondent that he did not have a voting conflict relative to his participation in the measure concerning Mr. McClammy's appeal. Ms. Rogers recalled that during a lengthy discussion with the Respondent she explained to him that because the measure concerning the McClammy appeal did not directly relate to his complaint against Grantwood Contracting, it did not inure to his special private gain or loss.

(12) Ms. Garrett recalled that following the vote regarding Mr. McClammy's appeal, the Respondent made a second motion and voted on a measure which directed the County Attorney to draft a policy statement requiring the CCB to review complaints irrespective of related pending civil litigation. Specifically, the February 6, 2014, meeting minutes (included on page D-3 of composite Exhibit D) reflect the following:

> Motion made by Commissioner Valentino seconded by Commissioner Robertson and carried unanimously, approving to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences.
>
> For information: The Board heard Commissioner Valentino disclose that he has filed a complaint against a contractor, through the Contractor Competency Board; however, according to the County Attorney, there is no conflict and he will vote on this issue.

(13) A review of the video recording of the meeting reveals that the Respondent did not disclose that his CCB complaint had been stayed by the Board, either during the discussion on the McClammy appeal or during the discussion preceding the vote on this proposed CCB policy. Also, he did not file a Form 8B (Memorandum of Voting Conflict).

(14) Ms. Rogers advised that the Respondent did not discuss with her in advance his motion and/or whether he should vote on the measure to change CCB policy concerning the granting of stays. Ms. Rogers advised that she was surprised by the Respondent's motion on the measure because it was not on the meeting's agenda and the Respondent did not seek her advice regarding the matter.

(15) Ms. Rogers advised that if the Respondent had sought her advice regarding a Commission policy directive to the CCB for the granting of stays, she would have advised him to not participate in a vote of the matter. She said that because the Respondent had an

active complaint before the CCB at the time, which had been stayed, she would have cautioned him against creating the perception of a voting conflict by making a motion and voting on the measure.

(16) However, Ms. Rogers advised that she does not know whether the Respondent had an actual voting conflict relative to the measure creating the CCB policy. She related that anyone who is inclined to file a complaint against a contractor with the CCB could benefit from this change in policy because the CCB will be more likely to review their complaint in a timely manner. Ms. Rogers noted that the measure did not specifically relate to the stay that had been granted in the complaint involving the Respondent's property.

(17) County Commission meeting minutes reflect that on April 29, 2014, the Commission approved a measure adopting new rules and procedures of the CCB which had been completed by the County Attorney. One of the new policies was for the CCB not to delay or suspend any CCB proceeding due to pending civil litigation between the CCB complainant and the alleged violator. The records reflect that the Respondent voted on the measure and did not file a CE Form 8B (Memorandum of Voting Conflict). The Respondent's CCB complaint against Grantwood Construction was still pending at the time of the April 29, 2014 policy change vote. A copy of the CCB rules and procedures policy regarding motions for stay is attached (page E-2 of Exhibit E).

(18) Ms. Rogers advised that following the February 6, 2014, meeting, but prior to the April 29, 2014, meeting, she likely discussed with the Respondent whether he should participate in the Commission's vote regarding the adoption of new CCB rules and procedures regarding complaint stays. Ms. Rogers said she is confident that during that period of time she had a conversation with the Respondent in which she discouraged him from voting on the CCB rules and procedures measure. However, she does not recall specifically doing so. She explained that the Respondent is a business owner and that he was involved in a contentious election at the time. Therefore, she said, they had several lengthy discussions regarding potential conflicts. For that reason, she does not recall a particular occasion when they discussed his participation in the Commission's approval of the CCB policy change. Nevertheless, Ms. Rogers advised that although she likely cautioned the Respondent regarding his participation in a policy change vote, she did not advise him that he had a voting conflict and that he would be violating the voting conflict law by voting for the policy change.

(19) Ms. Garrett provided CCB records regarding complaints that have been filed with the Board since 2011. Prior to 2011, she said, the County used a computer system that made the retrieval of statistical information difficult and unreliable. Records reflect that there were no contractor complaints filed with the CCB during 2011. Records reflect that during 2012, 25 contractor complaints were filed with the CCB, and 44 were filed in 2013. During 2012, no motions for stay were sought and, during 2013, two motions for stay were requested. These two motions in 2013 were the stay approved in May 2013 regarding the Respondent's complaint, and the stay approved in December 2013 regarding Mr. McClammy's complaint. Records reflect that 26 complaints were filed during 2014 and that no motions for stay were sought during the year.

(20) Ms. Garrett provided a February 17, 2014 letter (included as Exhibit F) from Mr. Reeder in which he requested that the CCB lift the stay of the complaint against Grantwood Contracting regarding the remodeling project of the Respondent's residence. The letter contains the following statements:

> In light of the Board of County Commissioners' February 6, 2014, motion, approved 5-0, "to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences," my clients, Gene and Maureen Valentino, respectfully request that the Escambia County Contractor Competency Board lift the stay in the above-referenced matter currently pending before this Board and move forward with the processing of the disciplinary hearing.

(21) Mr. Ryan Ross, Assistant Escambia County Attorney, advised that he provided legal counsel to the CCB from 2012 through early 2014. He recalled that prior to April 2014, CCB policy allowed the CCB to approve a motion for stay of proceedings for any reason. Mr. Ross advised that although only two parties sought stays in CCB complaint proceedings during the relevant time period, potentially anyone could have filed a complaint against an Escambia County licensed contractor and any party involved in those complaints could have requested a stay.

(22) Mr. Reeder, the Respondent's attorney in the matters relating to the property liens, advised that he has served as the Respondent's personal attorney for years. He stated that after Grantwood Contracting filed a contractor's lien against the Respondent's property in February 2012, he (Mr. Reeder) noticed that the lien had been placed on the Respondent's property in County records. In response, he said, he filed a counter suit in circuit court. Mr. Reeder advised that he also filed a complaint with the CCB on behalf of the Respondent. Mr. Reeder said he primarily filed the complaint because Grantwood Contracting filed a fraudulent lien against the Respondent's property and that both he and the Respondent believed that the CCB could and should take disciplinary action against Mr. Grant Wood, a County-licensed contractor. However, Mr. Reeder also acknowledged that a determination by the CCB that Grantwood Contracting violated relevant state statutes relative to the Respondent's remodeling project can be admitted as evidence in circuit court. Therefore, he said, a CCB probable cause determination regarding the Respondent's complaint against Grantwood Contracting could be used in support of the Respondent's claim against Grantwood Contracting in the circuit court proceeding.

(23) The Respondent confirmed that he served as a member of the Escambia County Commission from November 2006 through November 2014. The Respondent said that he was aware that Mr. Reeder filled a CCB complaint against Grantwood Contracting in August 2012 and that he approved of Mr. Reeder filing the complaint. The Respondent advised that Mr. Reeder filed the CCB complaint against Grantwood Contracting because Mr. Reeder believed the construction company had violated relevant state statutes while completing his (the Respondent's) home remodeling project. The Respondent advised that he does not know whether the complaint filed with the CCB would benefit his counter suit in circuit court

regarding Grantwood Contracting lien against his property. The Respondent advised that he has relied upon Mr. Reeder's judgment regarding the matter.

(24) The Respondent recalled that when Mr. McClammy's appeal regarding the CCB stay came before the County Commission on February 6, 2014, it occurred to him that he could have a voting conflict relative to the measure. Therefore, he said, he sought the advice of County Attorney Rogers prior to the meeting. He recalled that Ms. Rogers advised that he did not have a voting conflict regarding the matter, and, as a result, he participated in the discussion and voted on measures concerning Mr. McClammy's appeal.

(25) The Respondent recalled that during the County Commission's discussion of Mr. McClammy's appeal, it become apparent to him that the Commission should provide policy guidance to the CCB regarding their review of motions for stays. He explained that he, along with the other members of the Commission, believed that the CCB should not delay hearing a complaint simply because the parties involved are pursuing "parallel" civil litigation to resolve their differences. The Respondent said that because civil litigation often takes years to resolve and because there is no way to know in advance how long it will take for litigants to reach a conclusion, the Commission concluded that the CCB should review complaints irrespective of whatever civil litigation may be underway.

(26) The Respondent recalled that the Commission unanimously approved a measure during the February 6, 2014, meeting which directed the County Attorney to develop a CCB policy change concerning the approval of motions for stay. The Respondent advised that the measure related to any motion for stay that might be requested of the CCB and did not specifically relate to Mr. McClammy's complaint or to the complaint that Mr. Reeder had filed against Grantwood Contracting on his behalf. The Respondent asserted that the delay of the CCB complaint process due to the existence of outside litigation was poor County governance that he and the other members of the Commission sought to correct with the policy directive measure. Therefore, the Respondent said, he does not believe that the measure inured to his special private gain.

(27) The Respondent acknowledged that he did not discuss with Ms. Rogers the measure regarding the CCB motion for stay policy in advance of making the motion and voting on the matter during the February 6, 2014 meeting. He said that while he and the other members of the Commission were discussing McClammy's appeal, he began to think that the CCB's process would be improved by establishing such a policy. The Respondent advised that he did not discuss the matter with Ms. Rogers because she had previously advised that he did not have a voting conflict regarding Mr. McClammy's appeal. Therefore, he reasoned, he also did not have a voting conflict concerning the CCB policy directive. The Respondent further advised that he did not disclose that his complaint before the CCB had been stayed for the same reason, because Ms. Rogers told him that he did not have a conflict in the McClammy matter, he did not believe that he was required to do so.

(28) The Respondent advised that following the February 2014 meeting, but prior to the April 29, 2014, meeting in which the Commission adopted the new CCB rules and procedures regarding motions for stays, he may have discussed with Ms. Rogers whether he should

participate in the approval of the new policy. However, he said that he does not specifically recall discussing the matter with Ms. Rogers. The Respondent recalled having several lengthy discussions with her about potential conflicts but that he could not recall any details concerning their discussion about his participation in the Commission's approval of the new CCB policies and procedures. Nevertheless, the Respondent advised that he is certain that Ms. Rogers in no way related to him that he would violate the voting conflicts law by voting to approve the CCB rules and procedures measure.

(29) County records reflect that on April 2, 2014, the CCB lifted the previously approved stay of the complaint against Grantwood Contracting regarding the Respondent's remodeling project. However, CCB Secretary Garrett advised that due to scheduling conflicts, the CCB has yet to review the underlying complaint and vote on the matter.

END OF REPORT OF PRELIMINARY INVESTIGATION

EXHIBIT A

EXHIBIT A

Chronology	
11/16/2009	Escambia County issues building permit for Grantwood Contracting for Respondent's home remodeling project
9/15/2011	Final inspection of Respondent's home remodeling project
10/07/11 and 02/21/12	Contractors Liens filed against Respondent's property
8/1/2012	Respondent CCP complaint made against Grantwood Contracting regarding Respondent's home remodeling project
5/15/2013	At request of Grantwood Contracting, CCB grants a stay in proceedings Respondent's complaint
1/7/2014	Respondent requests that CCB lift the stay granted regarding his complaint
2/6/2014	Respondent votes on an appeal to the County Commission to lift a stay granted by the CCB (related to Mr. McClammy's complaint)
2/6/2014	The Respondent proposes and votes on a measure regarding a CCB policy directing the CCB to not approve motions for stay in complaints involving ongoing civil litigation. **(Alleged Voting Conflict at issue in this investigation)**
2/17/2014	The Respondent's attorney requests the CCB lift the stay regarding the Respondent's complaint; references the 2/6/14 County Commission vote
4/29/2014	The Respondent votes and County Commission approves new policy rules and proceedures of the CCB which do not allow the delay of CCB complaint proceedings due to pending civil litigation
At time of ROI completion	Respondent's CCP complaint against Grantwood Contracting and related civil litigation remains pending.

EXHIBIT B

EXHIBIT B

MINUTES

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

SPECIAL MEETING

May 15, 2013

Present:	Chairman James Lee
	Vice Chairman John Matthews
	Victor Wallace
	Mike Batchelor
	Sam Menezes
	Trice Dukes
	Leroy White
	Verris Magee
	James Reynolds
Absent:	David Schwartz
Staff Present:	Amru Meah, Division Manager
	Ryan Ross, Assistant County Attorney
	Sue Garrett, Secretary
Attendees:	Kathy Peterson, BID Admin Supervisor
	Robert Kyles, BID Investigator
	Robbie Weekley, BID Building Inspector
	Randal H. Simmons, Applicant/Contractor
	Grant J. Wood, Contractor
	Erick Mead, Esq
	Wes Reeder, Esq.
	Scott Dean
	Elizabeth Watson

1. Call to Order - Chairman Lee called to order the Special Meeting of the Escambia County Contractor Competency Board at 9:00 a.m. on May 15, 2013, in Room 115 of the Escambia County Central Complex.

2. Determination of Quorum - Chairman Lee confirmed a quorum was present.

3. Proof of Publication - Chairman Lee, upon inquiry, confirmed the meeting date and time was properly advertised in the Pensacola News Journal on May 11,

2013.

4. PUBLIC HEARING: RANDAL H. SIMMONS, Application for Restoration of Certificate of Competency No.: BC01530 (expired: 6/13/2004) [continued from May 1, 2013 CCB meeting for additional information; Trice Dukes abstained from voting upon advise from Mr. Ross as he was not in attendance at the May 1, 2013.] Randal Simmons, Contractor, was present.

   Motion made by Vice Chairman John Matthews, Seconded by James Reynolds to waive re-examination for Randal H. Simmons and reinstate his license (License No.: BC01530), upon a finding that 1) good cause was shown that re-examination should be waived; and 2) that a waiver will not adversely affect public safety; contingent upon payment of fees due for all renewal periods and costs, if any. [Trice Dukes abstained from voting as he was not present at the May 1, 2013 meeting.]

   Vote: 8 - 0 - Unanimously

5. Member, Vic Wallace, disclosed that related to the Notice to Show Cause hearing, his company has previously done work for Mr. Valentino and Mr. Reeder. He is not currently under contract with either individual but is currently contracted with Escambia County.

6. WRITTEN COMMUNICATION.

   A. Motion For Stay of Administrative Proceeding, dated May 2, 2013, filed by George R. "Erick" Mead, Esq. on behalf of Grant Wood and GRANTWOOD CONTRACTING COMPANY, INC. [Mr. Wood, Respondent, was present].

      Motion made by Vice Chairman John Matthews, Seconded by James Reynolds to accept the Motion For Stay until the dispostition of the Circuit Court case is made known to the Contractor Competency Board.

      Vote: 6 - 3

7. Show Cause Hearing

   A. COMPLAINT: GRANT WOOD and GRANTWOOD CONTRACTING COMPANY, INC., Certificate of Competency No.: BC0444; re: 15026 Innerarity Point Road - Gene and Maureen Valentino, Complainants/Owners. [Complainants represented by Wes Reeder, Esq.; Respondent/Contractor represented by George R. "Erick" Mead, II.]

      THIS MATTER WAS STAYED; SEE 6A.

EXHIBIT C

EXHIBIT C

Glenda S. Garrett

From: Gene Valentino [genev@collectorsolutions.com]
Sent: Tuesday, January 07, 2014 10:08 AM
To: Glenda S. Garrett
Cc: Donald R. Mayo; Maureen B. Valentino; Wesley Reeder
Subject: Valentino VS Grantwood Contracting

Follow Up Flag: Follow up
Flag Status: Flagged

Sue,
As a citizen, NOT AS A COMMISSIONER, I write you with grave disappointment that my complaint\claim against Grantwood Contracting has not been resolved by now. In no way should the action(s) of the Compentency Board been postponed. Other legal actions between the parties (civil\criminal) frankly are outside the bounds of your jurisdiction. Therefore, I request that I be put on the agenda for your next meeting. I will be addressing the Board directly.

Thank you.

Gene M. Valentino
850-384-2055
"... All that is necessary for Evil to Triumph is for Good Men to Do Nothing..."
__/__
'-----o ( ) o-----'

C-1

EXHIBIT D

EXHIBIT D

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.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – February 6, 2014 – 5:30 p.m.
Ernie Lee Magaha Government Building – 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, unless otherwise determined by the Chairman, 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 Barry.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

   Recommendation: That the Board take the following action concerning the adoption/ratification of the following five Proclamations:

   A. Adopt the Proclamation extending the Board's congratulations to Anna Bryant for her participation in the Congressional Award Program and being awarded the Bronze, Silver, and Gold Medals;

   B. Adopt the Proclamation commending and congratulating Barry Settles on his selection as the "Employee of the Month" for February 2014;

REGULAR BCC AGENDA – Continued

11. 5:31 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, dropping the Public Hearing for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida *(granting the Town of Century an exclusive franchise to construct, maintain, and operate a natural gas distribution system in that portion of Escambia County for which a franchise was granted in 1968 to the Town of Century [then known as the Town of South Flomaton])*.

Speaker(s) – None.

12. 5:32 p.m. Hearing

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, that the Board "turn down" the Competency Board's decision that granted a Motion of Stay filed by the Respondents in this matter, and to specifically ask the Competency Board to hear this matter during the normal course of operation in its upcoming meetings, and the motion failed 2-3, with Commissioner Barry, Commissioner May, and Commissioner Robinson voting "no," relative to the recommendation that the Board uphold the Contractor Competency Board's decision of December 11, 2013, whereby it granted the Motion for Stay filed by Respondents, Timothy L. Duggins and Duggins Carpet Care, Inc., pending the outcome of a related County court matter *(relative to the Petitioner/ Complainant's Petition for Review of Contractor Competency Board Decision which Improvidently Granted a Stay of Pending Citation Appeal, appealing the Escambia County Contractor Competency Board's decision to grant a Motion for Stay of a pending citation appeal, which was filed by Wayne Mitchell, Esquire, on behalf of Albert McClammy)*.

(Continued on Page 9)

REGULAR BCC AGENDA – Continued

12. Continued...

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences.

Speaker(s):

Wayne Mitchell
Stephen Moorhead
John Matthews

For Information: The Board heard Commissioner Valentino disclose that he has filed a complaint against a contractor, through the Contractor Competency Board; however, according to the County Attorney, there is no conflict and he will vote on this issue.

13. 5:33 p.m. Hearing

Motion made by Commissioner Barry, seconded by Commissioner Valentino, and carried unanimously, upholding the Contractor Competency Board's decision of January 8, 2014, whereby it dismissed Dr. Gabrieli A. Davis' complaint against David Rademacher and Horizon Sunrooms & Spas, Inc., for lack of probable cause, as it failed to substantiate that any violation of Chapter 18 of the Escambia County Code of Ordinances and the Florida Building Code *(Section 553.70, Florida Statutes)* had occurred.

Speaker(s) – None.

EXHIBIT E

EXHIBIT E

ESCAMBIA COUNTY

CONTRACTOR COMPETENCY BOARD

RULES AND PROCEDURES

PART I: PURPOSE & INTENT

The Contractor Competency Board Rules and Procedures are adopted by the Escambia County Board of County Commissioners to provide orderly procedures for carrying out the duties and responsibilities set forth in the Escambia County Contractor Licensing Ordinance, applicable provisions of the Escambia County Building Code, and Chapters 162 and 489 of Florida Statutes.

PART II: MEMBERSHIP

Section 1. Membership. The Board shall be comprised of members as set forth in the Escambia County Contractor Licensing Ordinance. Members shall not be elected officials or employees of Escambia County or its municipalities. All appointees shall serve at the discretion of the Board of County Commissioners pursuant to the aforementioned Ordinance.

Section 2. Terms. Board Members shall serve staggered terms and the term of office shall be for three (3) years. Members, whose terms have expired, may be reappointed to additional terms at the discretion of the Board of County Commissioners. Members whose terms have expired shall serve until a reappointment is made to the Board by the Board of County Commissioners. If a vacancy occurs prior to the expiration of any Member's full term, the Board of County Commissioners shall advertise the position and replace with another candidate accordingly.

Section 3. Compensation. Board Members shall receive $50.00 per meeting as compensation for their services; none are entitled to pension or retirement benefits for service on the Board.

PART III: OFFICERS

Section 4. Officers.

A. Officers of the Contractor Competency Board shall be Chairman and Vice Chairman to be elected annually by a majority vote of Board Members voting at the board's September meeting. The term of the Chairman and Vice Chairman shall be one (1) year with eligibility for reelection and shall run concurrent with the County's fiscal year dates.

B. The Building Official or his designee shall be the *ex officio* secretary, and shall not be an appointed member of the Contractor Competency Board. The

or any general partner, officer, director, trustee, or member of a business entity for which the contractor is a qualifying agent, is found guilty of any of the acts outlined in the Escambia County Contractor Licensing Ordinance, Chapter 489,Florida Statutes, or any other applicable law.

5. The Board may impose a fine not to exceed $5,000.00, order restitution and assess reasonable investigative and legal costs associated with the prosecution of violations, pursuant to Sections 489.127 and 489.131, Florida Statutes, and the Escambia County Contractor Licensing Ordinance. Any fines, restitution and costs so imposed shall be in addition to any other discipline authorized in this section.

6. The Board shall not continue, delay, or suspend any action due to any other jurisdictional proceeding that is pending between an alleged violator and complainant, including civil litigation.

Section 16. Hearing Procedures.

1. The general procedure for hearings before the Board shall be in such form as shall be approved by the office of the County Attorney and each party shall have the following rights:

   a. To call and examine witnesses;

   b. To introduce exhibits;

   c. To cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination;

   d. To impeach any witness regardless of which party first called him/her to testify; and

   e. To rebut the evidence.

2. Each case before the board shall be presented by a member of the board's staff or the County Attorney. For hearing purposes, the parties shall consist of the board's staff or the County Attorney and the alleged violator. A Complainant, who is anyone other than the board, shall be considered a witness in the prosecution of the complaint.

3. All documents, photographs, exhibits, or any other evidence, other than sworn testimony, which is to be considered by the Board at a disciplinary hearing, must be submitted to the Board Secretary no later than seven (7) calendar days prior to the date of the hearing. Documents, photographs, exhibits, or other evidence that is submitted after the deadline will be

EXHIBIT F

EXHIBIT F

EMMANUEL, SHEPPARD & CONDON

ATTORNEYS AT LAW SINCE 1913

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GREGORY P. FAVARO
SALLY BUSSELL FOX *
VAN P. GOEKER
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HOLLY V. JURNOVOY
ANDREA C. LYONS

CRISTI A. MALONE
JOHN W. MONROE, JR. *
JOSEPH A. PASCERETTI
P. MICHAEL PATTERSON
WANDA W. RADCLIFFE
H. WESLEY REEDER **
T. SHANE ROWE
WARREN A. TODD
CECILY M. WELCH
CHARLES P. YOUNG **

PATRICK G. EMMANUEL, RETIRED
ALAN C. SHEPPARD, 1921 – 2014
A. G. CONDON, JR., 1934 – 2011

*BOARD CERTIFIED REAL ESTATE LAWYER **BOARD CERTIFIED CONSTRUCTION LAWYER ***BOARD CERTIFIED CIVIL TRIAL LAWYER

February 17, 2014

BY HAND DELIVERY

Escambia County Contractor Competency Board
Attn: Ms. Sue Garrett
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

Re: Valentino, Gene & Maureen v. Grantwood Contracting Co., Inc.
Our File No.: 07010-126432
Complaint No.: COM120800011

Dear Ms. Garrett:

In light of the Board of County Commissioners' February 6, 2014, motion, approved 5-0, "to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences," my clients, Gene and Maureen Valentino, respectfully request that the Escambia County Contractor Competency Board lift the stay in the above-referenced matter currently pending before this Board and move forward with the processing of the disciplinary hearing.

Further, it is requested that my clients' request to lift the stay be placed on the agenda for this Board's Wednesday, April 2nd, meeting.

Very truly yours,

H. Wesley Reeder

HWR/enr

RECEIVED
FEB 19 2014
CONTRACTOR
COMPETENCY BOARD
2:00 pm

F-1

DATE FILED
JUN 27 2014
COMMISSION ON ETHICS

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

CONFIDENTIAL

In re GENE VALENTINO,

Respondent.

Complaint No. 14-099

DETERMINATION OF INVESTIGATIVE JURISDICTION
AND ORDER TO INVESTIGATE

UPON REVIEW of this complaint, I find as follows:

1. This complaint was filed by Grant J. Wood, of Pensacola, Florida.

2. The Respondent, Gene Valentino, serves as a member of the Board of County Commissioners of Escambia County.

3. The complaint alleges that the Respondent argued and voted for the County Commission to change a County policy which permitted the Construction Competency Board to stay complaints which might affect civil actions filed in County or Circuit Court.

4. The complaint claims the Respondent's actions had a "direct and immediate impact" on his own complaint before the Competency Board, which had been stayed pending a decision in County Court at the time of the actions described in paragraph 3.

5. The complaint alleges the Respondent did not disclose the fact that his claim before the Competency Board had been stayed—and, therefore, would be affected by a change in County policy—at the time that he advocated and voted for changing this particular policy.

6. The allegations summarized in paragraphs 3 through 5 indicate possible violation of Section 112.3143(3)(a), Florida Statutes, by the Respondent.[1]

WHEREFORE, staff of the Commission on Ethics shall conduct a preliminary investigation of this complaint for a probable cause determination of whether the Respondent has violated Section 112.3143(3)(a), Florida Statutes, as set forth above.

6/27/14
Date

Virlindia Doss
Executive Director
Florida Commission on Ethics

VAD/gps

[1] Section 112.3143(4), Florida Statutes, cited in the complaint, is inapplicable to elective officers; the Respondent is an elective officer.

Wes Reeder

From: Wes Reeder
Sent: Wednesday, June 04, 2014 10:15 AM
To: 'Alison A. Perdue'
Subject: 07010-126432 Valentino, Gene & Maureen v. Grantwood Contracting Co., Inc.:
Attachments: re Motion to Stay.pdf

Alison:
Please see the attached. Let me know if you need anything from me.

Wes

H. Wesley Reeder
Board Certified Construction Attorney
Emmanuel Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
Main: 850-433-6581
Direct: 850-444-3806
Mobile: 850-380-3733
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†BOARD CERTIFIED REAL ESTATE LAWYER ††BOARD CERTIFIED CONSTRUCTION LAWYER
†††BOARD CERTIFIED CIVIL TRIAL LAWYER ††††BOARD CERTIFIED LABOR AND EMPLOYMENT LAW

January 27, 2014

State of Florida
Commission on Ethics
325 John Knox Road, Building E, Suite 200
Tallahassee, FL 32303

Re: Complaint No. 14-099; Response to Report of Investigation pursuant to Rule 34-5.006 of the Florida Administrative Code

Dear Commission on Ethics:

Our firm represents Mr. Gene Valentino, former Escambia County Commissioner, with respect to the matters discussed herein. A Report of Investigation made by the Commission on Ethics in connection with Complaint No. 14-099, made by Grant J. Wood (hereinafter "Grantwood"), was distributed on or about January 13, 2015. Please accept this as our client's formal written response to said Report of Investigation pursuant to Rule 34-5.006 of the Florida Administrative Code. Parenthetical references are made to the investigation report where appropriate.

The subject Complaint and subsequent Report of Investigation (hereinafter "Investigation") center around Respondent, then Commissioner Valentino's, participation in and vote during a meeting of the Escambia County Commission on February 6, 2014, and a subsequent vote at a meeting of the Escambia County Commission on April 29, 2014.

The Complaint alleges that Mr. Valentino, in his capacity as a County Commissioner, (1) violated Fla. Stat. §112.3143(3)(a) by *voting* in an official capacity on certain agenda items and that he (2) violated Fla. Stat. §112.3143(4) by *participating* in matters which would "inure to the officer's special private gain or loss." The Investigation found that the allegations provided in the Complaint warranted a preliminary

investigation to determine the purported violation of Fla. Stat. §112.3143(3)(a) only. See paragraph 2 of the Investigation. Moreover, the Commission's *Determination To Investigate Jurisdiction And Order To Investigate*, at footnote 1, makes clear that Section 122.3143(4), also alleged in the complaint to have been violated, is inapplicable to Mr. Valentino's participation in and action at both the February 6, 2014 and April 29, 2014 meetings.

To summarize the undisputed facts: our firm, as personal counsel for Respondent, filed a Complaint against Grantwood on August 1, 2012 with the County's Contractor Competency Board (hereinafter "CCB"). Counsel for Grantwood then requested a "stay" of the proceedings before the CCB. The stay was requested immediately after Grantwood's counsel filed a civil suit in state court on February 21, 2013. Grantwood reasoned that because the parties were involved in a civil suit regarding purported similar issues, the matter before the CCB should be stayed pending the outcome of the civil case. (Investigation paragraph 6). On May 15, 2013 the CCB, after consultation with the CCB's counsel, exercised its discretion and stayed the proceedings, thereby delaying the CCB review of Mr. Valentino's Complaint against Grantwood pending the outcome of the civil litigation. The CCB relied on Board policy that allowed the CCB, at its own discretion, to stay matters pending in front of it for any reason. (Investigation paragraph 21). After little to no activity occurred in the civil matter, wherein Grantwood was Plaintiff, on January 7, 2014, Respondent requested that action be taken by the CCB on the stayed proceedings. Included as Exhibit "A" is a copy of the civil court litigation docket showing little progress being made in that proceeding, resulting in an eventual Notice of Dismissal for Lack of Prosecution. Also, see Exhibit "C" of the Investigation.

In a separate matter, at the meeting of the Escambia County Commission on February 6, 2014, Mr. Albert McClammy brought before the Commission an appeal to reverse the CCB's approval of a stay of his Complaint so that a review could be completed by the CCB in his case in a timely manner. It is at this juncture where the Respondent's participation and subsequent voting came into question and serve as the subject of the Investigation.

(1) **The McClammy appeal, February 6, 2014; Mr. Valentino's motion and the Commission's vote to reverse the CCB's decision to stay the McClammy proceedings**: Mr. Valentino made a motion and voted at the February 6, 2014 meeting to reverse a previous decision made by the CCB to grant a stay regarding Mr. McClammy's Complaint. Prior to the February 6, 2014 meeting and in preparation for the upcoming measure involving Mr. McClammy's appeal of the CCB's stay, Mr. Valentino sought the advice of Alison Rogers, the County Attorney, regarding any potential voting conflict. Ms. Rogers was aware of Mr. Valentino's Complaint against Grantwood pending before the CCB and was aware of the stay of the action by the CCB. Ms. Rogers responded and advised Mr. Valentino that he did not have a conflict relative to his participation in the measure because it "did not directly relate to his complaint against Grantwood Contracting, [and] it did not inure to his special

private gain or loss." The Respondent disclosed to the Commission prior to the McClammy vote that he was involved in an active complaint before the CCB. (Investigation paragraph 10). Mr. Valentino had no conflict in voting on the measure to reverse the stay imposed in the McClammy matter. The vote was not directly related to Mr. Valentino. Instead, the success or failure of the vote directly affected McClammy only; and in reliance on the advice given by Ms. Rogers that no conflict existed, a CE Form 8B was not filed by Respondent.

(2) **CCB policy measure, February 6, 2014; Mr. Valentino's motion and the Commission's vote to direct the County Attorney to revise the CCB policy regarding its authority to stay proceedings:** At the same February 6, 2014 meeting of the Commission and in light of the issues which grounded Mr. McClammy's appeal, discussion was made regarding changing the CCB's policy in several aspects. Discussion centered around the CCB's current policy regarding its authority to decide which cases to hear, and which ones not to hear, irrespective of outside factors. Subsequent to a lengthy discussion by the Commission regarding the current policy, Mr. Valentino made a motion to direct the County Attorney to develop a CCB policy change concerning the approval of motions for stay. (Investigation paragraph 26). Mr. Valentino, still relying on the advice of Ms. Rogers given prior to the meeting in question, proceeded with the understanding that no conflict existed.

The measure directing a revision to the CCB policy did not specifically relate to the stay that had been granted in the Complaint involving Mr. Valentino. The discussion and subsequent vote on February 6, 2014 regarding the directive to the County Attorney to revise the CCB policy occurred at the very same meeting wherein disclosure had already been made of Mr. Valentino's personal matter in front of the CCB. Ms. Rogers did not advise Mr. Valentino that his participation or vote on the policy measure was in conflict. The appearance of a conflict was not raised by other Commissioners and subsequent to the discussion and the motion made by Mr. Valentino, the measure passed unanimously. Ms. Rogers stated during the investigation that although she would have advised Respondent not to vote on the policy issue she would have done so out of concern for avoiding the perception of a voting conflict. Importantly, Ms. Rogers told the investigator that she does not know whether the Respondent had an actual voting conflict relative to the measure creating the CCB policy because the policy change would benefit anyone filing a complaint against a contractor. (Investigation paragraph 16).

The measure to revise the CCB policy is one that benefits anyone and everyone in Escambia County who files a complaint against a contractor with the CCB because the CCB would be more likely to review complaints in a timely matter. (Investigation paragraph 17). The measure regarding a policy change, which was discussed and voted on at the February 6, 2014 meeting, did not relate at all to Mr. Valentino's personal Complaint against Grantwood

before the CCB or relate to the manner in which the CCB chose how to handle Mr. Valentino's Complaint.

It bears noting that, historically, Ms. Rogers had routinely intervened in deliberations on matters before the Commissioners to warn of procedural issues or issues involving a potential conflict for a Commissioner. Mr. Valentino proceeded with the discussion assuming attorney Rogers would have intervened if she had recognized that there was a potential conflict. The fact remains that additional advice was not given by Ms. Rogers regarding the vote on the CCB policy, and she did not intervene or raise any concern of a potential conflict during the meeting. Disclosure had already been made at the meeting of Mr. Valentino's pending matter in front of the CCB. Mr. Valentino's understanding that no conflict existed (based on discussions he did have with the County attorney) remained through the tenure of the entire February 6, 2014 meeting, and his actions were taken with his belief that there was no voting conflict of interest. Moreover, even without Mr. Valentino's vote, the matter appears as if it would have passed – as the entire vote was unanimous. The meeting minutes reflect that:

> Motion made by Commissioner Valentino seconded by Commissioner Robertson and carried unanimously, approving to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences. . . For information: The Board heard Commissioner Valentino disclose that he has filed a complaint against a contractor, through the Contractor Competency Board; however, according to the County Attorney, there is no conflict and he will vote on this issue.

These minutes show that no one on the Board (or staff) recognized a voting conflict regarding Mr. Valentino's actions and, in fact, specifically note that "there is no conflict." Mr. Valentino was justified in believing that no conflict existed and was, therefore, justified in voting (in fact, as a matter of law, required to do so – see case law infra) on the measure to direct the County attorney to revise the policy the CCB must follow in deciding when to stay CCB matters. Mr. Valentino was not directly involved in the development of the policy, but only the discussion and vote that a new policy was needed and should be drafted. Moreover, Mr. Valentino's motion was geared to CCB matters going forward, and there was no discussion of the impact, if any, that the policy change could or would have on past actions already taken by the CCB. Even upon reading the explicit language of the newly adopted policy, the question of impact on past actions remains unclear. The vote directly affected **all citizens** of Escambia County who file complaints in front of the CCB. Any benefit that Mr. Valentino could potentially receive from

the County's policy revision regarding implementing stays is too speculative, and is not grounds for an officer to excuse himself from voting in his official capacity. *See George v. City of Cocoa, Florida,* 78 F.3d 494 (11th Cir. 1996). Said differently, Mr. Valentino had the public's interests in mind, as he should, without concern for his own.

(3) **CCB policy measure, April 29, 2014; The Commission's vote to approve the amended policy wherein the CCB could not at its discretion stay any proceedings for the reason that a parallel action was pending in state court.** The Escambia County Commission met on April 29, 2014 and the Commission approved a measure adopting several new rules for the CCB, including adopting new policy directing the CCB not to delay or suspend proceedings on grounds that there is parallel litigation. Mr. Valentino voted in the matter. The County Attorney never advised Mr. Valentino that he had a voting conflict or that he would violate the voting conflict law by voting for the policy change. (Investigation paragraph 18). Instead, Mr. Valentino, relying on advice received prior to the February meeting specifically concerning the voting conflicts law, saw the April vote only as an extension of the February action and as a mere formality of the policy decision made at the February 6th meeting. Again, the policy change affected those citizens in Escambia County who file complaints in front of the CCB. The vote at the April 29, 2014 County Commission meeting had no direct effect that would inure to Mr. Valentino's private gain. At best, the vote had a remote and speculative effect on any private interests.

The implementation of the new policy only meant that Mr. Valentino's Complaint against Grantwood would be *heard*, pursuant to the lifting of the stay, not that Mr. Valentino would be successful and therefore receive a personal benefit from said hearing. The vote did not directly relate to Mr. Valentino's complaint against Grantwood Contracting, and it "did not inure to his special private gain or loss." Voting to pass a new policy that will get a matter heard in front of the CCB does not unequivocally mean one will be successful with that matter, and therefore receive some personal financial benefit. The argument that a County Commissioner has violated the voting conflicts statute by voting on a measure that provides improved due process with a speedier hearing for <u>all citizens</u> of Escambia County, including himself, who have a matter in front of the CCB, is simply not in accord with the law.

Fla. Stat. § 112.3143(3)(a) makes it clear that "no county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss." The statute never intended to and does not suggest that when one serves his community by being a public officer, and therefore votes on motioned initiatives, that some of his personal rights as a citizen could be compromised. Here, the rights of Mrs. Valentino, who is not and has not been an elected official, are also at issue.

Under Fla. Stat. § 286.012, elected officials have an affirmative duty to vote on all matters before them, and abstaining from a vote is prohibited unless there is a conflict of interest. Fla. Stat. § 286.012. The 11th Circuit has gone as far as to state that, "under [the] Florida provision governing mandatory abstention from voting, 'special private gain' described by the voting conflict statute almost always, if not always, refers to financial interest of [the] public official that is directly enhanced by the vote in question." *George v. City of Cocoa, Florida*, 78 F.3d 494 (11th Cir. 1996). Further, Florida case law makes a point to clarify that to violate the voting conflicts statute, the possibility of "gain to a council member" must be direct and immediate and not remote and speculative. *Id.* Here, there was no "direct and immediate gain."

For example, the Recommended Order issued by the Division of Administrative Hearings in the *In Re: Ed Depuy* matter provides compelling analysis on how to determine whether a vote in one's capacity as a public official inures to that official's "special private gain or loss." *In Re: Ed Depuy*, Respondent, 2011 WL 4937276, at *13 (August 11). Mr. Depuy was a member of the Leon County Commission as an elected official, and in his capacity as a Commissioner, voted on several measures which affected a certain real estate development project, namely Centerville Farms. The votes centered around re-zoning, approving plats, approving performance agreements, and releasing existing performance agreements and surety devises. During the times that Mr. Depuy voted on these measures connected to Centerville Farms development, Mr. Depuy held an interest in the real estate development in that he either owned a lot in the subdivision and/or served as an agent for one who held an ownership interest in the entire development.

Mr. Depuy was accused of committing six (6) violations of Fla. Stat. §112.3143(3)(a) in relation to four (4) votes on four (4) different occasions; however, it was recommended that the Commission on Ethics issue a public report finding that there were no violations of the voting conflicts statute. There was insufficient evidence that Mr. Depuy's votes insured his special private gain or loss, or inured to the special private gain or loss of a principal. In evaluating whether a "gain or loss" exists, the panel discussed circumstances where said gains or losses are too remote or speculative:

> In past decisions, we have found that the statute does not apply in situations where, at the time of the vote, there is uncertainty whether there will be any gain or loss to the officer, his principal (employer), or to other persons or entities standing in an enumerated relationship to the officer, and if so, what the nature and magnitude of the gain or loss might be. Thus, we frequently have found no special private gain or loss to exist when the circumstances were such that any gain or loss to the officer, or to an enumerated person or entity, was too remote or speculative.

In re: Ed Depuy, Respondent, 2011 WL 4937276, at * 21.

Moreover, the Recommendation went further and explained that if the class of persons affected is significantly large, regardless of a private gain to the public official, it will not inure to his "special" interest. The opinion stated:

> It is our view, long held and often stated, that even when a measure inures to the private gain of a public official, it will nevertheless not inure to the official's "special" private gain if the class of persons or properties affected by the measure is sufficiently large.

In re: Ed Depuy, Respondent, 2011 WL 4937276, at * 18.

Mr. Valentino did not violate the voting conflicts statue. There is no possibility of a direct and immediate financial gain for Mr. Valentino due to his vote to revise the CCB's policy, and Mr. Valentino's financial interest has not been "directly enhanced" as required by law. Mr. Valentino acted on the advice of Ms. Rogers. He disclosed to the Commission that he had an active matter in front of the CCB.

With regard to the McClammy vote on February 6, 2014, said measure did not directly relate to Mr. Valentino, instead, it *directly* affected Mr. McClammy only. Mr. Clammy is the sole individual who could potentially benefit from the vote to lift the stay. With regard to the votes on February 6, 2014 and April 29, 2014, directing the County attorney to draft new policy for the CCB, and the vote to approve the revised policy, the beneficiaries were citizens of Escambia County who actively had, or would have in the future, a complaint in front of the CCB. Therefore, even if it could be proven that Mr. Valentino did receive a private gain due to the vote, it does not inure to his "special interest" since the measure affects the citizens at large. See *In re: Ed Depuy*, Respondent, 2011 WL 4937276, at * 18. Finally, all three (3) votes are too speculative in nature since at the time of the vote, there was uncertainty whether there would be any gain or loss to Mr. Valentino. At best, the votes remotely affected Mr. Valentino, but only in the sense that his matter could be <u>heard</u> by the CCB, not that he would be successful, not that he would financially benefit, and not that the hearing would later benefit Mr. Valentino in his civil matter against Grantwood.

In closing, it is noteworthy to mention that had Mr. Valentino not voted to direct the County attorney to draft a new policy and had he not voted to adopt the revised policy, the policy likely would still be in place, since both votes were unanimous. The process of formally adopting the new policy at the April 29, 2014 meeting was ministerial and only an extension of the February 6, 2014 meeting; therefore, the lack of advice from Ms. Rogers prior to the April 29, 2014 meeting is irrelevant. The Complaint by Grantwood that serves as the subject of this investigation is nothing more than an attempt by Mr. Wood to gain leverage in the civil suit. Mr. Valentino did not violate the

voting conflicts statute; there exists no probable cause to support Grantwood's allegations; and the complaint against Mr. Valentino, based on the law as applied to the facts, must be dismissed.

Sincerely,

H. Wesley Reeder
For the Firm

HWR:ACL

cc: Melody Hadley, Advocate

EXHIBIT A

Escambia County Florida Clerk of the Circuit Court
Courtviewer Records Search

CASE

Case Number	2013 CA 001629	Case Judge	D / KINSEY , JENNIE
Case Type	LIEN FORECLOSURE $50,000 OR LESS	File Date	07/01/2013
Case Action Code		Case Status	OPEN

PARTIES

Rcd	Party Type	Name	Race	Gender	D.O.B. / D.O.D.
1	Plaintiff	GRANTWOOD CONTRACTING COMPANY INC A FLORIDA CORPORATION, XRef-ID: 100040642			
		Attorney: MEAD II GEORGE R			
2	Defendant	VALENTINO, GENE XRef-ID: 100040162			
		Attorney: REEDER H WESLEY			
3	Defendant	VALENTINO, MAUREEN XRef-ID: 100042656			
		Attorney: REEDER H WESLEY			

EMAIL ADDRESSES

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CHARGES

None

DOCKETS

Rcd	Date	Description	Document Tag #
1	02/21/2013	CLAIMS FROM $5,001 TO $15,000 RECEIPT: 1489832 DATE: 02/21/2013	
2	02/21/2013	COMPLAINT	
3	02/21/2013	RECORDING OF LIS PENDENS RECEIPT: 1489832 DATE: 02/21/2013	
4	02/21/2013	NOTICE OF LIS PENDENS	
5	02/21/2013	CIVIL COVER SHEET	
6	04/15/2013	EMAIL DESIGNATION FOR ATTORNEY	
7	04/15/2013	EMEAD@MHW-LAW.COM, HMALONE@MHW-LAW.COM	
8	04/15/2013	REQUEST FOR SUMMONS AND TO TAKE FEES FROM ESCROW	
9	04/18/2013	ACCEPTANCE OF SERVICE	
10	04/18/2013	SUMMONS ISSUED TO ATTORNEY COCIVIL SUMMONS NATURAL PERSON SENT ON: 04/18/2013 16:20:43	
11	04/18/2013	ISSUANCE OF SUMMONS RECEIPT: 1498556 DATE: 04/18/2013	
12	04/18/2013	DEFENDANT'S ATTORNEY: REEDER, H WESLEY ASSIGNED	
13	05/02/2013	NOTICE OF DEMAND FOR JURY TRIAL	
14	05/07/2013	ORDER OF RECUSAL - REASSIGNED TO DIVISION I, JUDGE WILLIAMS	6.000000000000
15	05/07/2013	CLERKS CHECKLIST	7.000000000000
16	05/10/2013	JUDGE WILLIAMS, JOYCE H: ASSIGNED	

17	05/21/2013	CLERKS CHECKLIST	8.000000000000
18	05/21/2013	ORDER OF RECUSAL - REASSIGNED TO DIVISION II	9.000000000000
19	05/21/2013	JUDGE DICKEY, DARLENE F: ASSIGNED	
20	05/23/2013	ORDER OF RECUSAL - REASSIGNED TO DIVISION III	10.000000000000
21	05/23/2013	CLERKS CHECKLIST	11.000000000000
22	05/24/2013	JUDGE DANNHEISSER, THOMAS: ASSIGNED	
23	06/14/2013	ANSWER AFFIRMATIVE DEFENSES AND COUNTERCLAIM	13.000000000000
24	06/14/2013	EMAIL DESIGNATION FOR ATTORNEY	
25	06/14/2013	ANSWER AND AFFIRMATIVE DEFENSES AND COUNTERCLAIM	
26	06/14/2013	HWR@ESCLAW.COM, ACL@ESCLAW.COM, ENR@ESCLAW.COM, SEW@ESCLAW.COM, LGN@ESCLAW.COM	
27	06/14/2013	EMAIL DESIGNATION FOR ATTORNEY	
28	06/20/2013	MOTION TO TRANSFER CASE TO CIRCUIT COURT	
29	06/27/2013	ORDER TRANSFERRING CASE TO CIRCUIT COURT	15.000000000000
30	06/27/2013	CLERKS CHECKLIST	16.000000000000
31	07/01/2013	CASE FILED 07/01/2013 CASE NUMBER 2013 CA 001629	
32	07/01/2013	JUDGE ALLEN, MICHAEL: ASSIGNED	
33	07/09/2013	MORT FORE/REAL PROP ACTION $50,000 OR LESS ASSESSED $400.00	
34	07/09/2013	DEFENDANT'S ATTORNEY: REEDER, H WESLEY ASSIGNED	
35	07/18/2013	MOTION FOR DEFAULT	17.000000000000
36	07/18/2013	PROPOSED DEFAULT	
37	07/19/2013	ANSWER & AFFIRMATIVE DEFENSES OF GRANTWOOD CONTRACTING COMPANY INC	17.500000000000
38	07/25/2013	DEFAULT NOT ENTERED	18.000000000000
39	08/20/2013	REQUEST FOR PRODUCTION	19.000000000000
40	09/27/2013	NOTICE OF SERVICE	20.000000000000
41	08/11/2014	NOTICE OF LACK OF PROSECUTION	
42	09/04/2014	NOTICE FOR NON-JURY TRIAL	21.000000000000
43	09/08/2014	CLERK'S MEMO	22.000000000000
44	11/14/2014	ORDER SCHEDULING CASE MANAGEMENT CONFERENCE	23.000000000000

EVENTS

No Information available - See Dockets

FINANCIAL SUMMARY - COSTS AND FINES

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1		$.00	$.00	$.00	$.00
	TOTAL	**$.00**	**$.00**	**$.00**	**$.00**

RECEIPTS

No Information available - See Dockets

CITATIONS

None

CRIMINAL OBTS

[Search Again]

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FLORIDA
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FEB 02 2015
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BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re: Gene Valentino,

Respondent. **Complaint No. 14-099**

/

ADVOCATE'S RECOMMENDATION

The undersigned Advocate, after reviewing the Complaint and Report of Investigation filed in this matter, submits this Recommendation in accordance with Rule 34-5.006(3), F.A.C.

RESPONDENT/COMPLAINANT

Respondent, Gene Valentino, served as an Escambia County Commissioner. Complainant is Grant J. Wood of Pensacola, Florida.

JURISDICTION

The Executive Director of the Commission on Ethics determined that the Complaint was legally sufficient and ordered a preliminary investigation for a probable cause determination as to whether Respondent violated Section 112.3143(3)(a), Florida Statutes. On January 12, 2015, the Executive Director issued an Order for Supplemental Investigation of Facts Materially Related to Complaint as to whether Respondent violated Section 112.2143(3)(a), Florida Statutes. The Commission on Ethics has jurisdiction over this matter pursuant to Section 112.322, Florida Statutes.

The Report of Investigation was released on January 12, 2015.

RECEIVED
2/4/15

ALLEGATION ONE

Respondent is alleged to have violated Section 112.3143(3)(a), Florida Statutes, by voting on a February 6, 2014 motion, to direct the County Attorney to develop an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss.

APPLICABLE LAW

Section 112.3143(3)(a), Florida Statutes, provides as follows:

> No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Section 112.3143(1)(d), Florida Statutes, defines special private gain or loss as follows:

> "Special private gain or loss" means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:
>
> 1. The size of the class affected by the vote.
>
> 2. The nature of the interests involved.
>
> 3. The degree to which the interests of all members of the class are affected by the vote.

4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

In order to establish a violation of Section 112.3143(3)(a), Florida Statutes, the following elements must be proved:

1. Respondent must have been a county, municipal or other local public officer serving on a collegial body.

2(A). Respondent must have:

1) voted in his or her official capacity on a measure which would have inured to the Respondent's own special private gain or loss,

or

2) voted in his or her official capacity on a measure which the Respondent knew would have inured to the special private gain or loss of a principal by whom the Respondent was retained or to the parent organization or subsidiary of a corporate principal by which the Respondent was retained,

or

3) voted in his or her official capacity on a measure which the Respondent knew would have inured to the special private gain or loss of a relative or business associate of the Respondent.

OR

(B). When abstaining from a vote because of a conflict, the Respondent, prior to the vote being taken, must have failed to publicly state to the assembly the nature of his or her interest in the measure described in paragraph 2(A), above.

OR

(C). After abstaining from a vote because of a conflict, the Respondent failed to disclose the nature of his or her interest in the measure described in paragraph 2(A), above, as a public record in a memorandum filed within 15 days after the vote occurred with the person responsible for recording the minutes of the meeting at which the vote occurred.

ANALYSIS

Respondent served as a member of the Escambia County Commission from November 2006 through November 2014. (ROI 23) Complainant is an Escambia County licensed contractor and owns Grantwood Contracting Company, Inc., (Grantwood). (ROI 4)

On November 16, 2009, Grantwood was issued a building permit for a renovation project at Respondent's residence. (ROI 3) The County conducted the final inspection of the construction work at Respondent's residence in connection with the aforementioned permit on September 15, 2011. (ROI 3) On October 7, 2011, an electrical contractor filed a contractor's claim of lien, regarding the renovation, against Respondent's property in circuit court. (ROI 3) Grantwood also filed a contractor's lien against Respondent's property on February 21, 2012. (ROI 4) Respondent's attorney, H. Wesley Reeder, filed a countersuit against Grantwood. (ROI 22)

On August 1, 2012, Reeder also filed a complaint with Escambia County's Contractor Competency Board (CCB) against Complainant and/or Grantwood on behalf of Respondent. (ROI 1, 4, 22) CCB conducts administrative hearings of complaints filed against county-licensed contractors to determine whether probable cause exists to believe that the contractor violated Chapter 489, Florida Statutes (Construction Contracting). (ROI 5) CCB has the authority to revoke a contractor's license and to impose fines. (ROI 5) All decisions of the CCB can be appealed to the County Commission. (ROI 5)

Complainant filed a "motion to stay" regarding the complaint filed against him (or Grantwood) with CCB. (ROI 6) On May 15, 2013, CCB granted the motion which delayed its review of the complaint pending the outcome of the related civil litigation, the aforementioned contractor's lien. (ROI 6, Exhibit B-2) CCB's policy allowed it to approve this type of motion for any reason. (ROI 21)

On January 7, 2014, Respondent sent CCB secretary, Glenda Sue Garrett, an email requesting that CCB not delay his complaint against Complainant (or Grantwood) any longer and that she place the hearing on CCB's agenda for the next scheduled meeting. (ROI 5, 7, Exhibit C) Respondent specified that his request was as a citizen and not as a county commissioner. (ROI 7, Exhibit C)

At a February 6, 2014, the County Commission considered an appeal by Albert McClammy requesting a reversal of a previous CCB decision granting a stay of a complaint that he filed against a different contractor. (ROI 8) Respondent motioned and voted in favor of reversing the CCB decision regarding McClammy's complaint. (ROI 9) However, the motion failed and the stay remained in place. (ROI 9)

Prior to Respondent's participation in the McClammy appeal vote, he disclosed to the Commission that he had an active complaint before the CCB. (ROI 10) He disclosed that he had spoken with County Attorney Alison Rogers who advised that he did not have a voting conflict relative to the McClammy matter. (ROI 10, 11) However, Respondent did not disclose that his complaint against Complainant (or Grantwood) had been stayed by CCB. (ROI 10, 13)

Rogers confirmed that after a lengthy discussion, she told Respondent that he did not have a voting conflict regarding McClammy. (ROI 11) She advised that basis of her opinion was that the vote would not inure to Respondent's special private gain or loss because the

complaint Reeder filed against Complainant (or Grantwood). (ROI 23) Respondent advised that he does not know if the CCB complaint would benefit his countersuit against Complainant in circuit court. (ROI 23) However, Reeder advised that if CCB determined that there was probable cause to believe Complainant violated relevant state statutes relative to the Respondent's renovation project, then that determination can be admitted as evidence in support of Respondent's claim (countersuit) against Complainant (or Grantwood) in circuit court. (ROI 22)

During 2012, twenty-five contractor complaints were filed with CCB without a motion for stay requested in any of them. (ROI 19) During 2013, forty-four contractor complaints were filed with CCB with two motions for stay requested. (ROI 19) Those two motions were in Respondent and McClammy's complaints, respectively. (ROI 19) During 2014, twenty-six contractor complaints were filed with CCB without a motion for stay requested in any of them. (ROI 19)

The February 6th vote to direct the County Attorney was the preceding step in removing the hindrance of the stay in Respondent's CCB complaint against Complainant (or Grantwood). There were only two stays pending at the time of vote with one of them affecting Respondent's CCB complaint. The stay in Respondent's CCB complaint was lifted after the February 6th vote. In addition, a CCB probable cause finding is admissible against Complainant (or Grantwood) in Respondent's countersuit in circuit court which is inherently a suit for damages. Thus, the vote inured to Respondent's special private gain.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.3143(3)(a), Florida Statutes.

ALLEGATION TWO

Respondent is alleged to have violated Section 112.3143(3)(a), Florida Statutes, by voting on an April 29, 2014 motion, to modify an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss.

APPLICABLE LAW

Section 112.3143(3)(a), Florida Statutes, as set forth under Allegation One, above.

ANALYSIS

The underlying facts and circumstances relating to this allegation are contained above in Allegation One. In addition, the Commission, including Respondent, voted to approve a measure adopting new rules and procedures of the CCB. (ROI 17) One of the new policies was for the CCB not to delay or suspend any CCB proceeding due to pending civil litigation between a CCB complainant and alleged violator. (ROI 17, E-2) At the time of April 29, 2014 policy change, the stay had been lifted, but Respondent's CCB complaint was still pending. (ROI 17, 29)

See Analysis in Allegation One.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.3143(3)(a), Florida Statutes.

RECOMMENDATION

It is my recommendation that:

1. There is probable cause to believe that Respondent violated Section 112.3143(3)(a), Florida Statutes, by voting on a February 6, 2014 motion, to direct the County Attorney to develop an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss.

2. There is probable cause to believe that Respondent violated Section 112.3143(3)(a), Florida Statutes, by voting on an April 29, 2014 motion, to modify an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss.

Respectfully submitted this 30th day of January, 2015

Melody Hadley

MELODY A. HADLEY
Advocate for the Florida Commission
on Ethics
Florida Bar No. 0636045
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050
(850) 414-3300, Ext. 3704

BEFORE THE STATE OF FLORIDA
COMMISSION ON ETHICS

In re: Gene Valentino,

Respondent. **Complaint No. 14-099**

_____/

RESPONDENT'S RESPONSE IN OPPOSITION AND REBUTTAL TO THE ADVOCATE'S RECOMMENDATION

Respondent, Gene Valentino, by and through his attorneys of record, files this Response in Opposition and Rebuttal to the Advocate's Recommendation filed on or about February 2, 2015 in accordance with Rule 34-5.006(3), F.A.C. as follows:

PRECEDURAL HISTORY

A Complaint was filed with the Florida Commission on Ethics by Grant J. Wood (hereinafter "Grantwood") against Respondent, Gene Valentino (hereinafter "Respondent"), on or about May 30, 2014 alleging a violation of Fla. Stat. §112.3143(3)(a). A preliminary investigation for probable cause determination as to whether the Respondent violated Fla. Stat. §112.3143(3)(a) was ordered, as well as an Order for Supplemental Investigation of Facts Materially Related to Complaint. The Report of Investigation was released on or about January 12, 2015. Respondent filed his Response to the Report of Investigation on or about January 27, 2015. The Advocate for the Florida Commission on Ethics filed her Recommendation on January 30, 2015. The Advocate recommended that probable cause was found to believe that Respondent violated Fla. Stat. §112.3143(3)(a) by "voting on a February 6, 2014 motion to direct the County Attorney to develop an Escambia County Contractor Competency Board (hereinafter "CCB") policy, which inured to his special private gain or loss" and by "voting on an April 29, 2014 motion to approve the modification to an Escambia County Contractor Competency Board policy, which inured to his special private gain or loss." Respondent opposes and rebuts the Advocate's Recommendation and contends that the results of the

preliminary investigation are incorrect. A probable cause hearing will be heard and Grantwood's Complaint will be considered at the Commission on Ethics meeting on March 6, 2015.

UNDISPUTED FACTS

The Respondent filed a Complaint against Grantwood on August 1, 2012, with the CCB alleging, among other things, fraudulent liens. Grantwood requested a "stay" of the proceedings before the CCB. The stay was requested immediately after Grantwood's counsel filed a civil suit in state court on February 21, 2013. On May 15, 2013 the CCB chose to stay the proceedings, thereby delaying the CCB review of the Respondent's Complaint against Grantwood pending the outcome of the civil litigation. The CCB relied on Board policy that allowed the CCB, at its own discretion, to stay matters pending before it for any reason. (ROI 21).[1] After little to no activity occurred in the civil matter, wherein Grantwood was Plaintiff, on January 7, 2014 and on February 17, 2014, the Respondent, independently and through his counsel, made a request to the CCB that action be taken on the stayed proceedings. The Respondent's request to lift the stay was presented to the CCB at its meeting on April 2, 2014. The CCB voted to lift the stay on April 2, 2014, independent of any modifications to the CCB policy, a measure which was not voted on or adopted until the April 29, 2014 meeting of the County Commission.

The policy modification that was approved at the April 29, 2014 meeting states, "The Board shall not continue, delay, or suspend any action due to any other jurisdictional proceeding that is pending between an alleged violator and complainant, including civil litigation." (ROI Ex. E).

APPLICABLE LAW

Fla. Stat. §112.3143(3)(a) states that "No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss . . . " Fla. Stat. §112.3143(1)(d) defines a "special private gain or loss" as an

[1] References to the Report of Investigation will be cited as "ROI" followed by the numbered paragraph or exhibit letter.

economic benefit that would inure to the officer, *unless* the measure affects a class that includes the officer, *in which case*, specific factors must be considered, at the least, to determine whether a special private gain or loss exists. Fla. Stat. §112.3143(1)(d).

The factors considered under Fla. Stat. §112.3143(1)(d) include: (1) the **size** of the class affected by the vote, (2) the **nature** of the interests involved, (3) the **degree** to which the interests of all members of the class are affected by the vote, and (4) the degree to which the officer **receives a greater benefit** when compared to the other members of the class. The statute includes the instruction that the **degree to which there is uncertainty** at the time of the vote as to whether there would be any economic benefit to the public officer **must** be considered.

THE FEBRUARY 6, 2014 MEASURE DIRECTING A CCB POLICY MODIFICATION

At the meeting of the Commission on February 6, 2014, Respondent made a motion to direct the County Attorney to modify the CCB policy regarding its discretion in implementing stays on cases pending before the CCB. (ROI 1). The Advocate's Recommendation misunderstands the February 6, 2015, measure at issue. The Advocate suggests that the motion in question directs the County Attorney "to develop a CCB policy that specifically *requires* CCB to hear valid cases, regardless of outside influences." (See page 6 of Advocate's Recommendation). Yet one of the already established functions of the CCB is to hear valid cases against county-licensed contractors pursuant to Section sixteen (16) of the Escambia County Competency Board Rules and Procedures. Attached as **Exhibit "A"** and incorporated herein by reference is a copy of the Escambia County Competency Board Rules and Procedures. The motion made by Respondent on February 6, 2014 was not to affirmatively create a new function of the CCB, or "require" it to do anything, as is understood by the Advocate. The measure was merely to expedite the procedure for the CCB to hear valid cases, a responsibility that had already been established pursuant to the CCB's own rules and procedures. The measure was not to change a policy, but only to expedite a procedure already

established as a function of the CCB. The Advocate's misunderstanding of the February 6, 2014, measure discredits the purported findings in support of probable cause.

THE APRIL 29, 2014 MEASURE APPROVING THE CCB POLICY MODIFICATION

At the meeting of the Commission on April 29, 2014, the Commission (including the Respondent) voted unanimously to approve the modified policy. Specifically, the Commission voted to adopt the following policy and procedure: "The Board shall not continue, delay, or suspend any action due to any other jurisdictional proceeding that is pending between an alleged violator and complainant, including civil litigation." (ROI Ex. E). It is important to note that at the time the Respondent voted on this measure at the April 29, 2014, meeting, the stay previously put into effect in his matter before the CCB had already been lifted. Thus, the policy voted on and adopted at the April 29, 2014, meeting was inapplicable to and had no impact on the Respondent's pending matter before the CCB. It follows, logically and factually, that because the stay in the Respondent's matter was lifted almost one month before the April 29, 2014, vote, that no benefit was conferred on the Respondent as a result of the vote and, therefore, nothing inured to the Respondent's special private gain or loss.

APPLICATION OF LAW

Respondent's vote in favor of directing the County Attorney to modify the CCB policy regarding its discretion in implementing stays and the subsequent April 29, 2015, vote to approve the modification, did not inure to the Respondent's economic benefit as is required by the statute in order to support a violation. The Advocate did not make a claim in her Recommendation or provide any evidence of an economic benefit. However, since both the February 6, 2014 measure and the April 29, 2014 measure affect a class of persons which include the Respondent, the factors listed in Fla. Stat. §112.3143(1)(d) must be evaluated to determine whether a special private gain exists:

Size of Class Affected by Vote

(1) The size of the class affected by the February 6, 2014, vote is not restricted to the two (2) individuals who had complaints stayed in front of the CCB (the Respondent and Mr. McClammey) at the time of the vote, and any such assertion is misguided. A "class" is defined in modern day dictionaries as a set, collection, group, or configuration containing members regarded as having certain attributes or traits in common. The measure made by the Respondent "to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences," applies to all cases before the CCB, not just those cases which are stayed. If the measure was intended to merely lift the stay for presently stayed matters, then it should have stated the limited applicability to "pending matters." Because the policy unequivocally applies to all matters before the CCB, one cannot accept the notion that a policy revision that restricts the CCB's ability to stay proceedings was directed to the Respondent and Mr. McClammy only, while all other citizens of Escambia County with a potential claim in front of the CCB are exempt, and therefore could have their proceedings stayed at any time after filing a complaint. The class affected by the policy modification includes all citizens of Escambia County who have, or will have in the future, valid cases filed in front of the CCB. The large class of people affected by the modified CCB policy supports the Respondent's contention that he did not vote on a measure that specifically inured to his special private benefit.

The Nature of the Interests Involved

(2) The interests involved are not financial in nature, but punitive. The CCB can revoke a contractor's license or impose fines. (ROI 5). The Report of Investigation makes clear that Mr. Reeder, Respondent's counsel, specifically indicated that the Respondent sought disciplinary action. (ROI 22). The Advocate also accepts and acknowledges this finding of the ROI. See page 6, last paragraph of the Advocate's Recommendation. The fact that only disciplinary action was sought shows that the nature of the interest was punitive, and not financial, helping to

refute any suggestion that the measure was made to result in a special private benefit to the Respondent.

Degree to Which Interest of All Class Members are Affected

(3) All members of the class are equally affected by the measure. The measure does not make exclusions or exemptions, but instead applies to all Escambia County citizens who have a grievance (or who one day may) with a contractor and therefore has a valid claim to file with the CCB. No individual member will have his claim stayed as a result of the vote to direct the modification in the CCB policy. The adopted policy makes no restrictions on certain class members. (ROA 17).

Benefit in Comparison to Other Class Members

(4) The Respondent did not receive a greater benefit compared to the rest of the class. In fact, any purported "benefit" the Respondent did receive was not a product of the vote directing a policy change made on February 6, 2014 or the vote to adopt the policy on April 29, 2014. Instead, any purported "benefit" was the result of the CCB lifting the stay on April 2, 2014, prior to the directed policy even being accepted by vote at the April 29, 2014 meeting. Moreover, no member of the class received an immediate benefit after the February 6, 2014 vote since the recommended policy had not been drafted by the County attorney, nor had that measure been voted on.

Degree of Uncertainty

Fla. Stat. §112.3143(1)(d) makes it clear that the degree to which there is uncertainty *at the time of the vote* as to whether there would be any economic benefit to the officer, and the nature and degree of the economic benefit, must be considered. The fact that the Respondent sought disciplinary action suggests that any remedy awarded by the CCB would not be economical in nature. The degree of uncertainty with regard to the CCB hearing leading to some economic benefit in circuit court is too attenuated and speculative to conclude that a "benefit" exists. The implementation of the new policy only meant that Mr. Valentino's Complaint against

Grantwood would be *heard*, pursuant to the lifting of the stay, not that Mr. Valentino would be successful and therefore receive a personal economic benefit from said hearing. The vote did not directly relate to Mr. Valentino's complaint against Grantwood Contracting, and it "did not inure to his special private gain or loss." Voting to pass a new policy that will get a matter heard by the CCB does not unequivocally mean one will be successful with that matter, and therefore receive some personal financial benefit. The argument that a County Commissioner has violated the voting conflicts statute by voting on a measure that provides improved due process with a speedier hearing for all citizens of Escambia County, including himself, who have a matter in front of the CCB, is simply not in accord with the law.

ANALYSIS

Respondent does not dispute that he was, at the times in question, a member of the Escambia County Commission. Respondent does not dispute that he voted in an official capacity on the February 6, 2014 measure directing the County Attorney to modify the Escambia County CCB policy. Respondent does not dispute that he voted in an official capacity on the April 29, 2014 measure approving the modification [drafted and modified by the County Attorney] to the Escambia County CCB policy. However, Respondent denies that the February 6, 2014 and that the April 29, 2014 measures inured, or would have inured, to his own special private gain. The necessary factors to evaluate in determining whether a special private gain exists leads to only one conclusion, specifically: that the class of people affected by the policy modification was very large, that the nature of the interests involved included punitive (disciplinary) relief, and was not economically driven, that all Escambia County citizens were equally affected since any citizen has the potential to have his claim stayed in front of the CCB after filing a complaint, and that any assumed benefit that could be realized is too speculative in nature to determine that there is a high degree of certainty that an economic benefit will result.

The CCB conducts administrative hearings of complaints filed against county-licensed contractors to determine whether probable cause exists to believe that the contactor violated Fla. Stat. Chapter 489 (Construction Contracting). (ROI 5). All citizens of Escambia County are entitled to bring a grievance in front of the CCB. It is then up to the CCB to determine if the claim is valid. The CCB has the authority to revoke a contractor's license and to impose fines. (ROI 5). All decisions of the CCB can be appealed to the County Commission. (ROI 5).

The Advocate's recommendation that the Ethics Commission find probable cause to believe that the Respondent voted on a measure that inured to his own private gain simply ignores the factors listed in F.S. 112.3143(1)(d) as discussed above in relation to the undisputed facts of this matter. The Advocate concludes her Recommendation by stating:

> The February 6th vote to direct the County Attorney was the preceding step in removing the hindrance of the stay in Respondent's CCB complaint against Complainant (or Grantwood). There were only two stays pending at the time of vote with one of them affecting Respondent's CCB complaint. The stay in Respondent's CCB complaint was lifted after the February 6th vote. In addition, a CCB probable cause finding is admissible against Complainant (or Grantwood) in Respondent's countersuit in circuit court which is inherently a suit for damages. Thus, the vote inured to Respondent's special private gain.

See page 7 of Advocate's Recommendation. First, the Advocate mischaracterizes the class by restricting it to two (2) people with stayed complaints, when the class is actually all citizens who currently or potentially will have a claim in front of the CCB. Then the Advocate concludes that an economic benefit was anticipated and the driving force behind the Respondent's vote but provides no facts or evidence (because there are none) in support of this conclusion. The Advocate claims that the stay in Respondent's CCB complaint was lifted after the February 6th vote. This is simply untrue, and there are no facts supporting this. The stay was still in effect after the February 6, 2014 vote and remained in place until the CCB lifted the stay on April 2, 2014. (ROI 29). The Advocate's Recommendation is not supported by facts found in the ROI and makes unwarranted conclusions that do not follow the facts or the law. It is telling that while the Advocate's recommendation includes references to Section 112.3143(1)(d) F.S. and the

factors set forth therein, the Advocate does not analyze those factors against the undisputed facts of this case, choosing instead to render unsupported conclusions. Probable cause showing that Respondent violated Fla. Stat. §112.3143(3)(a) does not exist.

CONCLUSION

Mr. Valentino was not directly involved in the development of the policy, but only the discussion and vote that a new policy was needed and should be drafted. Moreover, Mr. Valentino's motion was geared to CCB matters going forward in general, and there was no discussion of the impact, if any, that the policy change could or would have on past actions already taken by the CCB. Even upon reading the explicit language of the newly adopted policy, the question of impact on past actions remains unclear. The vote directly affected **all citizens** of Escambia County who file complaints in front of the CCB. Any benefit that Mr. Valentino could potentially receive from the County's policy revision regarding implementing stays is too speculative, and is not grounds for an officer to excuse himself from voting in his official capacity.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8156 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Information**
Meeting Date: 05/21/2015
Issue: David A. Bosso and Kathy K. Bosso vs. Escambia County and SRIA; and Jeffory S. Hunt and Ellen K. Hunt vs. Escambia County and SRIA
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning David A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, Case No. 2014 AP 000027; and Jeffory S. Hunt and Ellen K. Hunt vs. Escambia County and Santa Rosa Island Authority, Case No. 2014 CA 001537.

That the Board accept the following information concerning the cases of David A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, and Jeffory S. Hunt and Ellen K. Hunt vs. Escambia County and Santa Rosa Island Authority:

On April 29, 2015, the Honorable Judge Edward P. Nickinson, III, affirmed the judgment of the trial court granting Escambia County and Santa Rosa Island Authority's Motions for Summary Judgment against the plaintiffs in David A. Bosso and Kathy K. Bosso vs. Escambia County and Santa Rosa Island Authority, Case No. 2012 CC 000148.

The master leases on the Bossos' parcels do not address which party is obligated to pay the ad valorem taxes, and the Bossos argued, unsuccessfully, that the Court should apply a principle of contract law that requires ambiguities in a lease to be construed against the landlord and require Escambia County and/or Santa Rosa Island Authority to pay any ad valorem taxes.

The attorney representing the Bossos filed a similar suit on behalf of the Hunts, Case No. 2014 CA 001537, but they voluntarily dismissed their suit after the Bossos' appeal was denied.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Order of Court

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO. 2014 AP 27
L.T. NO. 2012 CC 148
DIVISION A

DAVID A. BOSSO, a/k/a DAVID ANTHONY BOSSO and KATHY K. BOSSO, a/k/a KATHY KEOUGH BOSSO, individually and as trustees of the BOSSO LIVING TRUST dated December 2, 2010,
Appellants,

v.

ESCAMBIA COUNTY, a political subdivision of the STATE OF FLORIDA, and SANTA ROSA ISLAND AUTHORITY, an agency of Escambia County, Florida, CHRIS JONES, in his official capacity as Property Appraiser of Escambia County, and JANET HOLLEY, in her official capacity as Tax Collector of Escambia County,
Appellees.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2015 APR 30 P 3:12
APPEALS DIVISION
FILED & RECORDED

ORDER

This is an appeal from a judgment of the County Court of Escambia County. The issue in this case arises from the imposition of ad valorem tax on a leasehold interest owned by the Appellants on Santa Rosa Island. Of the various issues raised on appeal, only one bears discussion: Appellants contend that as lessees, they should not be responsible for payment of the taxes because the lease is silent about payment of taxes.

Appellants base this contention upon *Valencia Center, Inc. v. Publix Supermarkets, Inc.* 464 So.2d 1267 (Fla. 3rd DCA 1985). Appellants' reliance upon that case is misplaced.

Valencia did indeed hold that when a lease is silent as to responsibility for the payment of ad valorem taxes, the owner of the property (the lessor) is responsible for payment of the taxes. The case involved a situation in which two private parties, the owner of a shopping center, and the owner of a store located in the shopping center as a lessee, entered into a lease which did not speak to responsibility for taxes. After the taxes on the subject property were greatly increased, the lessor sought to shift the tax burden to the lessee. The Court ruled that

although the lessor may have made a bad bargain, the lessor bore the responsibility of paying taxes when the lease did not explicitly shift that burden to the lessee.

The instant case poses a very different situation. In *Valencia*, there was no question about the land being taxable. Ad valorem taxes were undoubtedly being paid for that property at the time the lease was signed. In the current case, the property has at all pertinent times been owned by public entities and subject to long term leases (99 years, and renewable). Taxes were not levied on the property until relatively recent legislation and litigation which followed that legislation. The issue raised in this case has been settled by the Florida Supreme Court in *Accardo v. Brown*, 139 So.3d 848 (Fla. 2014). *Accardo* makes it clear that the taxes imposed on this property are taxes on the leasehold interest owned by the Appellants, which were determined to be the equivalent of "equitable ownership." The Accardo case did not turn on language in the lease relating to responsibility for the payment of ad valorem taxes. The *Accardo* decision held essentially that the "equitable ownership" enjoyed by the lessee was the interest being taxed.

The judgment of the County Court is AFFIRMED.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 29th day of April, 2015.

EDWARD P. NICKINSON, III
CIRCUIT JUDGE

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8160 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Information**
Meeting Date: 05/21/2015
Issue: Anita Hemphill vs. David Morgan, in his official capacity as Sheriff, Escambia County, Florida and Escambia County Board of County Commissioners
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Information: Anita Hemphill vs. David Morgan, in his official capacity as Sheriff, Escambia County, Florida and Escambia County Board of County Commissioners, Case No.: 3:14cv210-RV/EMT

That the Board accept the following information:

On April 29, 2015, the Honorable Roger Vinson granted a motion for summary judgment filed by David Morgan, Sheriff, which was joined in by Escambia County Board of County Commissioners against Plaintiff in Anita Hemphill vs. David Morgan, Sheriff, Escambia County, Florida and Escambia County Board of County Commissioners, Case No.: 3:14cv210-RV/EMT. A final judgment was entered in favor of the Sheriff and Escambia County.

BACKGROUND:

Lt. Anita Hemphill filed suit for damages claiming she was discriminated against by Sheriff Morgan on account of her race and gender when he demoted her from Jail Commander during the time that the Sheriff operated the County Jail. Lt. Hemphill then sued Escambia County earlier this year claiming she shoud be reinstated as Jail Commander.

Judge Vinson granted the summary judgment filed by the Sheriff observing that a judicial court cannot sit as a "super-personnel department" second guessing the decisions of supervisors. The court also found that the Sheriff was unlikely discriminating against Lt. Hemphill on account of her race and gender and was just dissatisfied with her performance as he had promoted her to Jail Commander just four months earlier.

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

No file(s) attached.
