

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 2, 2017 – 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 Underhill.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Detreal Jackson, Senior Office Support Assistant to the Fire Marshal, Public Works Department, on her selection as "Employee of the Month" for February 2017.

THE PROCLAMATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Elton W. Gilmore, Emergency Management Operations Officer, Public Safety Department, on 7 years of service; and

B. The Proclamation commending and congratulating Glenda S. Ruston, Corrections Officer, Corrections Department, on 32 years of service.

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

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

9. 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 Participation in the Florida Local Government Investment Trust

That the Board take the following action concerning participation in the Florida Local Government Investment Trust:

A. Adopt the Resolution authorizing the Escambia County to become a party to the Agreement and Declaration of Trust creating the Florida Local Government Investment Trust, dated as of December 1, 1991, as amended; and

B. Authorize the Chairman to sign the Resolution and the Joinder to Agreement and Declaration of Trust between Escambia County and the Florida Local Government Investment Trust.

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

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

A. Rescind the Board's action of January 19, 2017, approving Clerk's Report Items 7.A and 7.B;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 5, 2017;

C. Approve the Minutes of the Regular Board Meeting held January 5, 2017;

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January, 12, 2017;

E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 19, 2017; and

F. Approve the Minutes of the Regular Board Meeting held January 19, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Conditional Use Determination and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 5570 Bellview Avenue, Pensacola, FL, McDirt Industries, Inc.

That the Board of County Commissioners (BCC) take the following action:

A. Conduct a quasi-judicial public hearing to consider the conditional use determination to allow for an asphalt/concrete crushing recycling and processing facility, located at 5570 Bellview Avenue, per the conditions as prescribed in Chapter 2 Article 2-6.4(c)(3)a-i of the Land Development Code (LDC) along with the conditions as prescribed in Chapter 3 Article 3-2.11(c)(5)d1-4 of the LDC;

B. Review and either approve, modify, or deny the authorization of a conditional use; and

C. Review and either approve, modify, or deny the request for issuance of a recycling permit for an asphalt/concrete crushing recycling and processing facility located at 5570 Bellview Avenue, McDirt Industries, Inc.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

March 2, 2017

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on February 7, 2017:

1. Case No.: Z-2016-13

Address: 6013 Hilburn Road

Property Reference No.: 29-1S-30-1504-000-000

Reference No.:

From: HDR, High Density Residential district (18 du/acre)

To: Com. Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner

2. Case No.: Z-2016-14

Address: 6000 Block Highway 4

Property Reference No.: 08-5N-32-3201-000-000

Reference No.:

From: Agr, Agricultural district (one du/20 acres)

To: RR, Rural Residential district (one du/four acres)

FLU Category: RC, Rural Community

Commissioner District: 5

Requested by: Glen and Ouida Wiggins, Owners

3. Case No.: Z-2016-16

Address: 8594 Highway 98

Property Reference No.: 19-2S-31-3401-000-000

Reference No.:

From: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning) and HDR, High Density Residential district (18 du/acre)

To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 1

District:

Requested by: Michael Miragliotta, Agent for R&C Clark, LLC, Owner

B. 5:46 p.m. - A Public Hearing - 2500 Foot Notification Radius Ordinance

Summary: to expand the radius of minimum notification to property owners from 500' to 2500' to ensure that citizens are informed of certain development proposals and to allow for additional public involvement in the development process

C. 5:47 p.m. - A Public Hearing - Infrastructure Maintenance Real Estate Disclosure Ordinance

Summary: establishing a requirement for an infrastructure maintenance disclosure, Applicant shall provide a disclosure form showing the entity or person responsible for maintenance of the infrastructure

D. 5:48 p.m. - A Public Hearing - Scenic Highway Overlay Ordinance

Summary: amend provisions of the Scenic Highway Overlay to expand the list of structure types that must meet the 50' minimum setback from the Scenic Highway right-of-way

E. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment 2016-03 -

11975 Beulah Road - From Industrial FLU to Mixed-Use Suburban FLU (first of two public hearings)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Midwest Medical Supply Company, LLC, Federal Tax Identification Number Change Amendment of Agreement - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for Medical Supplies PD 14-15.083, between Escambia County and Midwest Medical Supply Company, LLC, to reflect the federal tax identification number change.

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

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

3. 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 two Request for Disposition of Property Forms for the Public Works Department, listing 11 items. The Request Forms have been signed by all applicable authorities.

4. Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Joseph M. Denmon to the Escambia Marine Advisory Committee, to replace Lynn L. Laird who does not wish to be reappointed, effective February 2, 2017, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #051 -
Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, State Housing Initiatives Partnership Program (SHIP) Fund (120), in the amount of \$44,018, to recognize the 2017 SHIP Program Housing Counseling funding, provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support SHIP-eligible housing counseling activities in Escambia County and the City of Pensacola.

2. Recommendation Concerning Amendment #1 to the Emergency Solutions
Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Tonya Gant,
Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve Amendment #1 to the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., to correct a scrivener's error in the Agreement; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents to complete the project.

[Funding: Fund 110, Emergency Solutions Grant, Cost Center 370293]

3. Recommendation Concerning the Conveyance of a Utility Easement to
Emerald Coast Utilities Authority for River Gardens Third Addition Subdivision -
Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the conveyance of a utility easement to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement in order for ECUA to provide sanitary sewer service for a nearby development; and

B. Authorize the Chairman to sign the necessary documents granting the Utility Easement to ECUA.

[Funding Source: ECUA will be responsible for the recording of all ECUA documents]

4. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$1,690,000 as follows:

FROM:

Description	District	Amount	Description
Rebel Road	1	\$760,000	It is anticipated that construction for the Rebel Road Project will cost approximately \$1M. This project began with drainage complaints of roadway flooding on Rebel Road. It is anticipated that positive drainage can be achieved through a ditch/piping system to the existing ditch located along Frank Reeder Road. Design is estimated to be completed January 2017; Anticipate the Solicitation Process to be from February - April 2017 Pending Property Acquisition; Estimated Construction May - September 2017; 90% Plans Under Review. Balance in Project is \$1.77M. Transfer \$760K to other priority projects.
Crescent Lake	1	\$930,000	Available funds \$4M, The Crescent Lake/Blue Springs area suffered catastrophic damage during the April 2014 Storm Event. Multiple projects eligible for FEMA reimbursement have been completed or are under construction. Blue Springs at Clearwater (FEMA) - \$1.1M still remains to be built. Grant match funds totaling \$1,088,743 will remain available in the Crescent Lake Project.

TO:

Description	District	Amount	Description of Project
Beulah Road	1	\$200,000	During heavy rain events storm water runoff from Beulah Road drains from the surrounding neighborhood to a headwall on the east side of the road. This water flows into an existing ditch alongside

			<p>a private pond then to an existing holding pond on the northeast side of the property. Over time the stormwater runoff has overwhelmed the ditch, caused erosion problems and flooding. In order to resolve the flooding and reduce future erosion to the drainage ditch, it is proposed to armor the ditch utilizing a flex-a-mat system. The County will obtain a permanent maintenance easement to access and maintain the ditch. A 654 linear feet gravel maintenance road will be installed from Beulah Road to the northeast end of the owner's property to access and maintain the ditch. A gate will be installed off Beulah Road and at the northeast limits of the maintenance easement to permit access.</p>
<p>Muldoon-Cerny-Velma-Fresno Area Drainage</p>	<p>1</p>	<p>\$500,000</p>	<p>Velma Pond expansion property acquisition on Hayward has been initiated by appraisal to serve the Muldoon Area drainage project. The Hayward property is located next to an existing County pond (Velma Pond 92) that needs to be expanded to improve capacity and positive outfall issues. The Bayou Marcus Master Drainage Plan outlined a drainage concept for this area. However, the pond site combined with the existing Velma Pond would</p>

			provide for a more cost effective drainage system, than the one identified and proposed in the Master Plan by considerably reducing the outfall pipe size. This funding is for property acquisition, design and construction.
Dallas Avenue	1	\$310,000	The Dallas Avenue Drainage Improvement project includes the following components between Bellview Avenue and Seattle Avenue: Constructing 1136 feet of 24-inch reinforced concrete drainage pipe and 200 feet of 14 inch by 23 inch elliptical drainage pipe; installing five inlets along Dallas Avenue; constructing a berm on the west side of Dallas Avenue with raised driveway sections and curb to keep drainage within the right of way; construction of 1161 feet of new sidewalks on the west side of Dallas Avenue; and a swale with dipped driveways on the east side of Dallas Avenue. Stormwater flow currently builds up on Dallas Avenue, and the flow is diverted onto private homeowner's property.
Merlin Road Drainage	1	\$480,000	The current project at Merlin Road involves the upsizing of roadside culverts and the creation of a storm water outlet into the bay. Merlin Road was previously planned to be repaved after the completion of the storm

			<p>water project. Transportation funds are being provided for sidewalks along Merlin Road for a safe paths to school project. The proposed new design project will tie all three projects together. Construction is scheduled to begin May 2017; completed in July 2017.</p>
South Gulf Manor	1	\$200,000	<p>This funding will be for property acquisition and design. The existing pond for South Gulf Manor Phase 1 Subdivision has failed to accommodate drainage on numerous occasions resulting in yard, street, and home flooding. In April 2014, the pond resulted in flooding of 11 homes on the southeast side of the subdivision on Silversides Loop and Cavalla Loop. Acquisition is needed to expand the pond to accommodate the appropriate volume and satisfy County standards for maintenance capability.</p>

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

5. Recommendation Concerning the Acceptance of a Drainage Easement for the Crary Road Dirt Road Paving Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement for the Crary Road Dirt Road Paving Project:

A. Accept the donation of a 20 foot by approximately 69 foot drainage easement located at the northwest intersection of Crary Road and Thompson Road, from Crary Dairy, Inc., for the Crary Road Dirt Road Paving Project;

B. Authorize the payment of documentary stamps because the property is 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 the Chairman or Vice Chairman to accept the Easement, as of the day of delivery of the Easement 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 document are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

6. Recommendation Concerning Investment Banking Services for Escambia County - Claudia Simmons, Manager, Office of Purchasing

That the Board accept the recommendation of the Proposal Review and Selection Committee for PD 16-17.012, Investment Banking Services for Escambia County and approve the selection of the following firms for the bond issuance for the Jail Replacement Project. The bond issue will be coordinated by Gary Akers, Director, FirstSouthwest, a division of Hilltop Securities, Inc., Financial Advisor to the County:

RBC Capital Markets LLC - Sr. Manager

Raymond James & Associates, Inc. - Co-Manager

Wells Fargo Bank NA Municipal Products Group - Co-Manager

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

In accordance with Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, the Board either approve, via super-majority vote, or deny the following action regarding the acquisition of real property for the Bristol Park - Ashbury Hills Area Project:

A. Authorize the purchase of the following parcels in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value)
Tarbox, Richard & Maria	2703 Ashbury Lane (two parcels)	2.47 Acres	\$267,500
Hamilton, James & Barbara	2707 Ashbury Lane	0.94 Acres	\$235,000

B. Approve the Contracts for Sale and Purchase for the acquisitions of real property in the Bristol Park - Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute, subject to legal review and sign-off, any documents necessary to complete these acquisitions without further action of the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

2. Recommendation Concerning the Acquisition of Real Property Located at 2709 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property located at 2709 Ashbury Lane, for the Bristol Park - Ashbury Hills Area Project, from Keith and Cathleen Samuels, for the average of County's appraised value of \$185,000 and the owner's provided appraisal of \$189,500 which equals \$187,250;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.97 acres) located at 2709 Ashbury Lane, from Keith and Cathleen Samuels, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

3. Recommendation Concerning the Acquisition of Real Property Located at 3010 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property, located at 3010 Ashbury Lane, for the Bristol Park - Ashbury Hills Area Project, from John and Sheri Paul Life Estate, for the average of the County's appraisal and the owner-provided appraisal, for an offer price of \$257,450;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.90 acres) located at 3010 Ashbury Lane, from John and Sheri Paul Life Estate, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

4. Recommendation Concerning the Acquisition of Real Property Located at 10020 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property located at 10020 Bristol Park Road, for the Bristol Park - Ashbury Hills Area Project, from Terry and Eulaine Hedges, for the average of the County's appraisal with the owner-provided appraisal for an offer price of \$236,700;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.75 acres) located at 10020 Bristol Park Road, from Terry and Eulaine Hedges, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on February 16, 2017 at 3:00 p.m. to Discuss Pending Litigation in the Case of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957

That the Board take the following action:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for February 16, 2017 at 3:00 p.m.; and
- B. Approve the public notice issued below to be published in the *Pensacola News Journal* on Saturday, February 4, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, February 16, 2017 at 3:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Pepler, Deputy County Attorney and a certified court reporter will attend the attorney/client session.

2. Recommendation Concerning Scheduling an Attorney/Client Session on February 16, 2017 at 3:30 p.m. to Discuss Pending Litigation in the Case of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al. (all plaintiffs in above case), Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida

That the Board take the following action:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Florida Statutes. for February 16, 2017 at 3:30 p.m.; and
- B. Approve the public notice issued below to be published in the Pensacola News Journal on Saturday, February 4, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al. (all plaintiffs in above case), Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 3:30 p.m., on Thursday, February 16, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Lawson Hester, Attorney representing Escambia County in Case No. 2015 CA 000722, Charles V. Pepler, Deputy County Attorney, attorney representing Escambia County in Case No. 3:15-cv-00444-MCR/CJK and providing legal advice as party representative in Case No. 2015 CA 000722 and a certified court reporter will attend the attorney/client session.

3. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Emergency Ordinance 2015-53 Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

That the Board authorize the scheduling of a Public Hearing for February 16, 2017, at 5:34 p.m. for consideration of adopting an Ordinance to amend Emergency Ordinance 2015-53 establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11645

Proclamations 6.

BCC Regular Meeting

Meeting Date: 02/02/2017

Issue: Adoption of Proclamation

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Detreal Jackson, Senior Office Support Assistant to the Fire Marshal, Public Works Department, on her selection as "Employee of the Month" for February 2017.

THE PROCLAMATION WILL BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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

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

BUDGETARY IMPACT:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11641

Proclamations 7.

BCC Regular Meeting

Meeting Date: 02/02/2017

Issue: Adoption of Retirement Proclamations

From: Paulette Stallworth, Interim Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Elton W. Gilmore, Emergency Management Operations Officer, Public Safety Department, on 7 years of service; and

B. The Proclamation commending and congratulating Glenda S. Ruston, Corrections Officer, Corrections Department, on 32 years of service.

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

ret procs 020117

PROCLAMATION

WHEREAS, Elton W. Gilmore worked as a county employee faithfully for 7 years serving the citizens of Escambia County, working as the Emergency Management Operations Officer in the Public Safety Department; and

WHEREAS, Mr. Gilmore had already completed 32 years of service with the Florida Forestry Service and desired to continue his public service with Escambia County Emergency Management; and

WHEREAS, Mr. Gilmore began his employment with Emergency Management in 2010, Mr. Gilmore was immediately assigned to the Deepwater Horizon Incident as the Branch Liaison supporting the coordination of the response with the Federal, State and Local response agencies; and

WHEREAS, Mr. Gilmore supported efforts in educating responders and maintaining the operational readiness of the Emergency Management program; and

WHEREAS, Mr. Gilmore worked during multiple storm activations and many other local disasters affecting the citizens of Escambia County.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Elton W. Gilmore for 7 years of faithful and dedicated service as a County employee.

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

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

Adopted: February 2, 2017

PROCLAMATION

WHEREAS, Glenda S. Ruston worked as a County employee very faithfully for 32 years, retiring as a Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Glenda S. Ruston has been an invaluable member of the Corrections team since August of 1984 and was a true asset to the agency and assisted multiple sections, to include Facilities Management, Solid Waste, Environmental Resources, Public Works and Community Corrections; and

WHEREAS, Glenda S. Ruston has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and

WHEREAS, Glenda S. Ruston must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Glenda S. Ruston will be deeply missed by her friends and colleagues.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Glenda S. Ruston for 32 years of faithful and dedicated service as a County employee.

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

Douglas Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

**ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 2, 2017



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-11642

Clerk & Comptroller's Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/02/2017

Issue: Participation in the Florida Local Government Investment Trust

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Participation in the Florida Local Government Investment Trust

That the Board take the following action concerning participation in the Florida Local Government Investment Trust:

A. Adopt the Resolution authorizing the Escambia County to become a party to the Agreement and Declaration of Trust creating the Florida Local Government Investment Trust, dated as of December 1, 1991, as amended; and

B. Authorize the Chairman to sign the Resolution and the Joinder to Agreement and Declaration of Trust between Escambia County and the Florida Local Government Investment Trust.

Background:

The Florida Local Government Investment Trust has been established pursuant to the Trust Agreement for the purpose of establishing one or more Investment Funds for pooling surplus funds of public entities for joint investment. The investment policy adopted pursuant to Section 218.415, Florida Statutes, permits investment in the Investment Funds established by the Florida Local Government Investment Trust.

Attachments

Florida Trust Resolution and Joinder Agreement

RESOLUTION NO. R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A JOINDER TO AGREEMENT AND DECLARATION OF TRUST CREATING AND ESTABLISHING THE FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. Unless the context of use clearly indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings.

"Board" shall mean the Board of County Commissioners of Escambia County, Florida.

"Chairman" means the Chairman of the Board, or such other person as may be duly authorized to act on his or her behalf.

"Clerk" shall mean the Clerk of the Circuit Court for Escambia County, ex-officio Clerk of the Board, or such other person as may be duly authorized to act on his or her behalf.

"County" shall mean Escambia County, Florida, a political subdivision of the State of Florida.

"Florida Trust" shall mean the Florida Local Government Investment Trust.

"Investment Fund" or "Investment Funds" shall mean one or more trust funds established pursuant to the Trust Agreement to enable public entities to pool their surplus funds for joint investment.

"Joinder Agreement" shall mean the Joinder to Agreement and Declaration of Trust between the County and the Florida Trust, in substantially the form appended hereto as Exhibit A.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented.

"Trust Agreement" shall mean the Agreement and Declaration of Trust, dated as of December 1, 1991, creating and establishing the Florida Trust, as amended, a composite of which is attached to the Joinder Agreement as Appendix A thereto.

SECTION 2. FINDINGS. It is hereby determined that:

(A) It furthers the public interest for the County to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds.

(B) The Florida Local Government Investment Trust has been established pursuant to the Trust Agreement for the purpose of establishing one or more Investment Funds for pooling surplus funds of public entities for joint investment.

(C) The County desires to have the Investment Funds available if they become an advantageous investment for the County's surplus funds; the investment policy adopted pursuant to Section 218.415, Florida Statutes, permits investment in the Investment Funds established by the Florida Local Government Investment Trust.

(D) The County is required to become a party to the Trust Agreement as a condition precedent to participation in any Investment Fund.

(E) The Clerk has approved the County's participation in the Florida Trust, which is a condition precedent to participation in the Florida Trust.

SECTION 3. AUTHORIZATION OF TRUST AGREEMENT. The Board hereby authorizes and directs the Chairman to execute, and the Clerk to attest under the seal of the County, the Joinder Agreement for the purpose of becoming a party to the Trust Agreement and evidencing the County's agreement to become bound by the terms thereof. The Chairman is further directed to deliver the Joinder Agreement to the Florida Trust for execution by its appropriate officers. Upon execution and delivery of the Joinder Agreement by the County and the Florida Trust, all of the terms and provisions of the Joinder Agreement and the Trust Agreement shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein. The Joinder Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions as may be approved by the Board. Execution of the Joinder Agreement by the Chairman shall be deemed to be conclusive evidence of approval of such changes.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PASSED AND ADOPTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

EXHIBIT A

JOINDER TO AGREEMENT AND DECLARATION OF TRUST

**JOINDER TO
AGREEMENT AND DECLARATION OF TRUST**

THIS JOINDER TO AGREEMENT AND DECLARATION OF TRUST is made and entered into as of _____, 2017, by and between the Escambia County, Florida (the "County") and the Florida Local Government Investment Trust ("Florida Trust").

WHEREAS, it furthers the public interest for the County to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds; and

WHEREAS, the Florida Trust has been established for the purpose of establishing one or more investment funds (each referred to herein as an "Investment Fund") for pooling the surplus funds of participating public entities for joint investment in order to seek a higher rate of return without compromising the safety of such funds; and

WHEREAS, the County desires to have the Investment Funds available should they be determined, at any time, to be an advantageous investment for the County's surplus funds; and

WHEREAS, the Investment Funds are only available to public entities that have become parties to the Agreement and Declaration of Trust creating the Florida Local Government Investment Trust, dated as of December 1, 1991 (the "Trust Agreement"), as amended; and

WHEREAS, the Clerk of the Circuit Court has previously approved the County's participation in the Florida Trust.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Florida Trust hereby agree as follows:

SECTION 1. JOINDER IN TRUST AGREEMENT. Upon execution and delivery of this Joinder Agreement and adoption of the requisite Resolution, the County shall become a full party to the Trust Agreement, the form of which is attached hereto as Appendix A and incorporated herein by reference, pursuant to Section 2.03 thereof.

SECTION 2. COUNTERPARTS. This Joinder Agreement may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The signatures of parties appearing on one or more counterparts shall bind them as fully as though all such parties had signed the same counterpart.

IN WITNESS WHEREOF, the Florida Local Government Investment Trust and the County have caused this Joinder Agreement to be executed and attested by its duly authorized officers, all as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**FLORIDA LOCAL GOVERNMENT
INVESTMENT TRUST**

By: _____
Chairman of the Board of
Trustees

ATTEST:

Secretary of the Board of Trustees

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

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

APPENDIX A

**FORM OF
AGREEMENT AND DECLARATION OF TRUST**

**FORM OF
AGREEMENT AND DECLARATION OF TRUST
Creating and Establishing the
FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST
Reflecting Amendments as of March 23, 2012**

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AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into as of December 1, 1991, by and among Brevard County, Hernando County, Manatee County and Orange County, as the initial participants of the Florida Local Government Investment Trust (the "Initial Participants") and Robert L. Anderson, Scott I. Cowan, Martha O. Haynie, Karen Nicolai, Richard B. Shore and Terry R. Wood, as the initial Trustees of the Florida Local Government Investment Trust (the "Initial Trustees").

WITNESSETH:

WHEREAS, it furthers the public interest for public entities to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds; and

WHEREAS, the Initial Participants each desire to enter into a trust agreement and thereby establish one or more investment funds (each referred to herein as an "Investment Fund") for pooling their surplus funds for joint investment in accordance with the provisions of this Agreement and Declaration of Trust (the "Agreement"); and

WHEREAS, each of the Initial Participants has duly taken all official action necessary and appropriate to become a party to this Agreement; and

WHEREAS, it is the desire and intent of the Initial Trustees to serve in the capacity of trustees of the Florida Local Government Investment Trust for the purpose of operating, managing and maintaining the assets and liabilities thereof; and

WHEREAS, it is the intent and purpose of this Agreement to invest the pooled funds only in the manner authorized by applicable law; and

WHEREAS, it is proposed that the beneficial interest of any Participant hereunder in the assets of any Investment Fund created pursuant to the provisions of this Agreement shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by share registers maintained by or on behalf of the Trustees; and

WHEREAS, the Initial Participants anticipate that other public entities may wish to become Participants hereunder by becoming parties to this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Initial Participants and Participants hereafter added pursuant to the provisions hereof, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors or assigns under this Agreement, shall be held and managed in trust for the mutual and

proportionate benefit of the holders of record from time to time of shares of beneficial interest in one or more Investment Funds established pursuant to this Agreement, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement and Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations.

"Administrator" shall mean the person or persons appointed, engaged by the Trustees in accordance with the applicable provisions of Section 5.01 hereof, to perform the duties described in Section 5.03 hereof.

"Affiliate" shall mean, with respect to any person, another person directly or indirectly controlled by or under common control with such person, or any officer, director, partner or employee of such person.

"Agreement" shall mean this Agreement and Declaration of Trust, including any amendments, supplements or joinders hereto executed and delivered in accordance with the terms hereof.

"Annual Report" shall mean the annual report required by Section 4.15 hereof.

"Board" shall mean the Board of Trustees responsible for the operation and administration of the Trust.

"Business Day" shall mean any day upon which banks in the State are open to transact regular business.

"Clerk's Association" shall mean the Florida Association of Court Clerks and County Comptrollers.

"County Association" shall mean the Florida Association of Counties, Inc.

"Custodian" shall mean the bank or trust company engaged by the Trustees in accordance with the applicable provisions of Section 6.01 hereof.

"Custodian Agreement" shall mean the agreement between the Trust and the Custodian referred to in Section 6.01 hereof, as the same may be amended from time to time.

"Development Expenses" means any charges or expenses associated with the initial formation of the Trust, including legal fees and amounts advanced by the County Association and the Clerk's Association.

"Education Expenses" means any charges or expenses associated with education and technical assistance, as set forth in Section 4.20 hereof.

"Fiscal Year" shall mean the annual period beginning October 1 of each year and ending September 30 of the following year unless modified by the Trustees pursuant to Section 4.10 hereof.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Trust to Participants and potential Participants of the Trust as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean Brevard County, Hernando County, Manatee County and Orange County, which are Public Entities of the State and which, acting with respect to the surplus funds of their respective treasuries, formed this Trust by the execution and adoption of this Agreement.

"Initial Trustees" shall mean Robert L. Anderson, Scott I. Cowan, Martha O. Haynie, Karen Nicolai, Richard B. Shore and Terry R. Wood, as the initial Trustees of the Florida Local Government Investment Trust.

"Investment Advisor" shall mean the person or persons engaged by the Trustees in accordance with the applicable provisions of Section 5.01 hereof to perform the duties described in Section 5.02 hereof.

"Investment Advisory Agreement" shall mean the agreement with the Investment Advisor referred to in Section 5.02 hereof as the same may be amended from time to time.

"Investment Fund" shall mean a trust fund established by the Trustees pursuant to Section 4.02 hereof, to enable the Participants to pool their surplus funds for joint investment in accordance with the provisions of this Agreement.

"Net Asset Value" shall mean the aggregate value of Shares in an Investment Fund, determined in accordance with Section 9.02 hereof.

"Operating Expenses" means any charges or expenses which, in the opinion of the Trustees, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement, including appropriate compensation or fees to persons with whom the Trust has contracted or transacted business.

"Participant" shall mean the Initial Participants and the Public Entities which comply hereafter with the provisions of Section 2.03 hereof.

"Permitted Investments" shall mean the investments authorized by the Trustees for any specific Investment Fund, as authorized by Section 4.02 hereof.

"Public Entity" shall mean any municipality, county, public utility, or other political subdivision of the State, or any department, agency, or instrumentality thereof, or any political or public corporation thereof, existing as a local government entity under the Constitution and laws of the State, which is authorized to invest in the Trust. The term "Public Entity" shall be limited to those types of public entities that are political subdivisions of the State of Florida within the meaning of the Internal Revenue Code of 1986, as amended, integral parts of the State of Florida, or entities whose income qualifies for exclusion from gross income pursuant to Section 115 of the Internal Revenue Code of 1986, as amended.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interest of the Participants in the Trust Property, as described in Article VII.

"Share Register" shall mean the register of Shares maintained pursuant to Article VIII hereof.

"Share Value" shall mean the value of each Share in an Investment Fund, determined in accordance with Section 9.03 hereof.

"State" shall mean the State of Florida.

"Transaction Execution Date" means the Business Day on which a Participant's investment in or redemption from an Investment Fund is executed in accordance with the terms hereof.

"Transaction Valuation Date" means (A) with respect to investments, each Transaction Execution Date, and (B) with respect to redemptions, the Business Day immediately preceding each Transaction Execution Date.

"Trust" shall mean the "Florida Local Government Investment Trust" as established and governed by this Agreement.

"Trust Counsel" shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State, as may be engaged or employed by the Board pursuant to Section 5.04 of this Agreement.

"Trust Property" shall mean, as of any particular time, any and all property, real, personal, or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or Trustees, and all assets, income, profits and gains therefrom and which, at such time, is owned or held by or for the account of the Trust or the Trustees, including but not limited to Permitted Investments.

"Trustees" shall mean the Initial Trustees of the Florida Local Government Investment Trust designated in Section 3.01 of this Agreement or any successors appointed thereafter as provided in said Section 3.01.

SECTION 1.02. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of the Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II

CREATION AND PURPOSE OF TRUST

SECTION 2.01. CREATION OF TRUST. There is hereby created and established an investment trust for surplus public funds to be known as the "Florida Local Government Investment Trust," the operation and administration of which shall be the responsibility of the Trustees. The Trustees shall conduct the Trust's activities, hold property, execute all documents and sue or be sued as the "Florida Local Government Investment Trust" and such name (and the name "Trust", wherever used in this Agreement or related documents, except where the context otherwise requires) shall refer to the Board of Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, accountants, or Participants of the Trust or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they deem necessary or appropriate to file or register such name in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the Trust in and to such name.

SECTION 2.02. PURPOSE AND NATURE OF TRUST.

(A) The purpose of the Trust is to provide Investment Funds through which Public Entities may pool funds which are not immediately required to be disbursed in order to take advantage of Permitted Investments and maximize net earnings, subject to and in accordance with the provisions of the laws of the State, from time to time in effect, governing the investment of funds by such Public Entities.

(B) The Trust is created pursuant to and shall be subject to and governed by all applicable laws of the State. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, joint stock company, or any other entity or organization other than a local government surplus funds trust fund. The Participants shall be the beneficiaries of the Trust and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(C) This Agreement is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of local government funds within the meaning of the laws of the State. The Trust Property shall be invested in compliance with the laws of the State and the provisions hereof.

SECTION 2.03. PARTICIPANT REQUIREMENTS. A Public Entity may become a Participant by (A) agreeing by written instrument to be bound by the terms of this Agreement, and (B) providing written evidence to the Trust that the Clerk of the Circuit Court, County Comptroller or other comparable officer of such Public Entity has approved participation in the Trust, each in form and substance acceptable to the Trust Counsel. Each Public Entity, once having become a Participant as set forth above, shall continue as a Participant until a subsequent written instrument withdrawing from the Trust is adopted and delivered to the Trustees and Administrator stating that Public Entity's intent to withdraw from participation in the Trust.

SECTION 2.04. PRINCIPAL OFFICE. The Trust shall maintain an office of record in the State and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Trust shall be 3544 Maclay Boulevard, Tallahassee, Florida 32312. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

ARTICLE III

BOARD OF TRUSTEES

SECTION 3.01. APPOINTMENT OF TRUSTEES. The Trust shall be operated and administered by a Board of Trustees consisting of six members. Three Trustees shall be appointed by and serve at the pleasure of the County Association and three Trustees shall be appointed by and serve at the pleasure of the Clerk's Association. Upon appointment, each Trustee shall execute, acknowledge and deliver to the Board and the organization responsible for such Trustee's appointment an instrument in writing accepting such appointment hereunder, and thereupon such Trustee, without any further act, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of a Trustee. Each Trustee shall be appointed for a term of one year or until his or her successor is appointed and qualified as provided herein. There shall be no limit upon the number of successive terms to be served by any Trustee. Trustees' terms shall commence on July 1. Notwithstanding the foregoing, the term of the initial Trustees shall commence on the effective date of this Agreement and expire on June 30, 1992.

The initial Trustees of the Trust are as follows:

<u>Name</u>	<u>Appointing Organization</u>
Robert L. Anderson	County Association
Scott I. Cowan	County Association
Martha O. Haynie	Clerk's Association
Karen Nicolai	Clerk's Association
Richard B. Shore	Clerk's Association
Terry R. Wood	County Association

SECTION 3.02. RESIGNATIONS. Any Trustee may resign by delivering, either by mail or in person, his or her written resignation to the Chairman of the Board and the organization responsible for such Trustee's appointment. Any person appointed to serve as a Trustee while serving as a County Commissioner, Clerk of the Circuit Court or County Comptroller shall be deemed to resign as a Trustee on the date such person (A) ceases to hold such office or (B) is suspended from such office, notwithstanding any subsequent reinstatement. Any person who ceases being a Trustee for whatever reason shall forthwith turn over to the remaining Trustees, at the principal office of the Trust, any and all records, books, documents, property or other assets in his or her possession owned by the Trust or by the Board incident to the fulfillment of this Agreement and the administration of the Trust. The Trust shall immediately notify the County Association and the Clerks Association in writing of the resignation of any Trustee appointed by such

association. The powers of the Board to act shall not be impaired or limited in any way pending the appointment of a successor Trustee to fill any vacancy.

SECTION 3.03. BOARD MEETINGS.

(A) Notwithstanding any other provisions of this Agreement to the contrary, meetings of the Board of Trustees shall be governed by the substantive provisions of Section 286.011, Florida Statutes, as the same may hereafter be amended and supplemented, and any subsequently enacted statute succeeding to the functions of Section 286.011. The Trustees hereby individually and collectively agree to comply with the provisions thereof.

(B) The annual meeting of the Board shall be held at such times and at such places as determined periodically by the Board.

(C) Special meetings of the Board may be called by the Chairman and in his or her absence by the Vice-Chairman, or by any three Trustees. By unanimous consent of all of the Trustees, special meetings of the Board may be held without written notice at any time and place; otherwise, notice of all special meetings of the Board shall be mailed to each Trustee at least ten days prior to the time fixed for the meeting. The Administrator shall receive notice of all meetings. All notices of special meetings of the Board shall state the purpose thereof.

(D) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(E) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(F) The Board shall meet not less than semiannually.

(G) Absence of any Trustee for three consecutive meetings in a year without justification, excuse or good cause shall be deemed a resignation by such Trustee and the organization responsible for such Trustee's appointment may declare vacant the position, which shall be filled in the manner indicated above.

SECTION 3.04. QUORUM AND VOTING. A quorum for the transaction of business at any regular or special meeting of the Board shall consist of a majority of the Trustees then in office, but shall never be less than four Trustees; provided however, that a majority of the Trustees present may act to continue the meeting to any time and date specified in such action. Each Trustee shall be entitled to one vote at any meeting of the

Board. No vote by proxy shall be permitted. The affirmative vote of not less than four Trustees shall be required for any action of the Board.

SECTION 3.05. CONFLICTS OF INTEREST. No Trustee shall vote on any matter which inures to his or her special private gain, or the special gain of any principal, other than a Participant, by whom he or she is retained. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

SECTION 3.06. BOOKS AND RECORDS. The books and records pertaining to the Trust shall be "public records" within the meaning of Section 119.01(1), Florida Statutes, and any subsequently enacted statute defining the term "public records." The Trustees hereby individually and collectively agree to comply with all provisions of law applicable to "public records."

SECTION 3.07. OFFICERS OF THE BOARD. Officers of the Board required by this Agreement shall be elected at the annual meeting held in accordance with Section 3.03(A) of this Agreement. In addition, the Board may elect such other officers from their number as it deems advisable. Notwithstanding their stated terms, all officers shall serve at the pleasure of the Board.

(A) The Board shall elect a Chairman from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. The Chairman shall be the chief executive officer of the Trust, shall preside at all meetings of the Board, shall have general supervision over the affairs of the Trust and over the other officers, and shall perform all such other acts and duties as are incident to the Chairman's responsibilities as chief executive officer.

(B) The Board shall elect a Vice-Chairman from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. In case of the absence or disability of the Chairman, the Chairman's duties shall be performed by the Vice-Chairman. The Vice-Chairman shall perform such additional duties as are authorized by the Board.

(C) The Board shall elect a Secretary from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. The Secretary shall record and circulate the minutes of all meetings, shall prepare agendas and records, and perform such additional duties as are authorized by the Board.

SECTION 3.08. COMPENSATION. No Trustee shall be compensated for service as a Trustee. A Trustee may be reimbursed for out-of-pocket expenses in

attending meetings or for other authorized travel on behalf of the Trust. No Trustee shall be employed or engaged by the Board to provide professional or other services to the Trust.

SECTION 3.09. STANDARD OF CARE. The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Agreement.

SECTION 3.10. LIABILITY. A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(A) the Trustee breached or failed to perform his or her duties as a Trustee; and

(B) the Trustee's breach of, or failure to perform, his or her duties constitutes:

(1) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(2) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(3) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 3.10, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (i) known, or so obvious that it should have been known to the Trustee; and (ii) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

SECTION 3.11. INDEMNIFICATION.

(A) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including

any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

SECTION 3.12. LEGAL TITLE TO TRUST PROPERTY. Title to all Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

SECTION 3.13. EXECUTION OF DOCUMENTS. All documents or instruments which require the signature of the Trustees shall be signed by the Chairman of the Board of Trustees (as Trustee) or by such other person as designated by resolution of the Trustees.

SECTION 3.14. BY-LAWS. The Trustees may adopt and from time to time, amend or repeal by-laws for the conduct of the business of the Trust. The by-laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust.

SECTION 3.15. SEAL. The Trustees shall have full and complete power to adopt and use a seal for the Trust, but unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of any document, instrument or other paper executed and delivered by or on behalf of the Trust.

SECTION 3.16. SURETY BONDS. No Trustee shall be obligated to give any bond, surety or other security for the performance of any of his or her duties as

Trustee, except as otherwise determined by the Board of Trustees if necessary to protect the Trust.

SECTION 3.17. RECITALS. Any written instrument duly creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustees, a Trustee or an officer, employee or agent of the Trust only in his or her capacity as a Trustee under this Agreement or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument duly creating an obligation of the Trust shall refer to this Agreement and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, Treasurers, officers, employees or agents of the Trust; that only the Trust Property or a specific portion thereof shall be bound; and that such written instrument may contain any similar recital which may be deemed appropriate; provided that the omission of any recital pursuant hereto shall not operate to impose personal liability on any of the Trustees, Participants, Treasurers, officers, employees or agents of the Trust.

SECTION 3.18. RELIANCE ON EXPERTS. Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

ARTICLE IV

POWERS OF TRUSTEES

SECTION 4.01. GENERAL. The Trustees shall have, without other or further authorization, full, exclusive, and absolute power, control and authority over the Trust Property and over the affairs of the Trust to the same extent as if the Trustees were the sole and absolute owners of the Trust Property in their own right, and with such powers of delegation as may be permitted by this Agreement. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Trust or promoting the interests of the Trust and the Participants in accordance with the objectives of this Trust as set forth in this Agreement. The Trustees shall invest the Trust Property with that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of the capital, the need for liquidity, and the probable income to derived from such investment. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any other specific power or authority provided by law. The Trustees may exercise any power authorized and granted to them by this Agreement. Such powers of the Trustees may be exercised without any further consent of the Participants, unless otherwise provided herein, or the necessity of any order of, or resort to, any court. Notwithstanding any other provision hereof, the Trustees are authorized to establish more than one Investment Fund in which the assets of the Trust are held and to establish separate investment criteria for each Investment Fund.

SECTION 4.02. INVESTMENT FUNDS.

(A) Government Fund

(1) The initial Investment Fund established pursuant to this Agreement shall be known as the "Government Fund." Participants shall be entitled to redeem funds from the Government Fund upon provision of notice to the Trust not later than the second Business Day prior to the date of redemption.

(2) The following instruments shall comprise the Permitted Investments for the Government Fund; provided however, that Government Fund assets shall not be invested in any instrument or instruments rated lower than A- by Standard and Poor's and one other nationally recognized rating agency, provided that the overall rating of the Government Fund must always be maintained at the highest rating category (AAA or equivalent) by at least one of the three nationally

recognized rating agencies. In the event that the two rating agencies assigned separate ratings to a particular security, the lower of the two ratings prevail:

(a) direct obligations of the United States Treasury, Federal agencies and instrumentalities of the United States;

(b) repurchase agreements with a term of 30 days or less that are fully collateralized by obligations described in Section 4.02(A)(2)(a), provided that the institution or broker transacting the repurchase agreement shall (a) execute and perform as stated in a master repurchase agreement and (b) take delivery of such collateral either directly or through an authorized custodian;

(c) commercial paper rated "prime-1" by Moody's Investors Service and "A-1" or "A-1+" by Standard and Poor's Corporation, provided that the Government Fund shall not purchase more than 10 percent of the outstanding principal amount of any specific issue of commercial paper;

(d) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; provided however, that the investment of Government Fund assets in a money market mutual fund shall not exceed one percent of the Government Fund assets unless such investment is made (a) on an overnight basis pending investment on the next Business Day, (b) in amounts required to pay the purchase price of an investment previously purchased, the purchase price of which has not been paid, or (c) at the express direction of the Investment Advisor;

(e) Asset-backed securities in fully-registered form;

(f) domestic corporate debt obligations and bonds denominated in US Dollars and issued in the United States by foreign banks and corporations (yankee bonds), provided that not more than 2 percent of the Government Fund shall be invested in the debt obligations of any specific issuer.

No Permitted Investment shall mature later than five years following its purchase; provided however, that if a Permitted Investment has a put or reset date or trades on its average maturity, the applicable put date, reset date, or date of average maturity or duration shall be used in lieu of the actual maturity date; and

(g) Taxable and non-taxable municipal securities, provided that, on a per issue basis, the minimum issue size is \$50 million and the portfolio cannot own more than 10% of the issue.

(3) To be classified as Permitted Investments for the Government Fund, collateralized mortgage obligations shall be part of a tranche structured to have a projected stable average life over a wide range of interest rate movement and rate of prepayment, as evidenced by compliance with the average life test, average life sensitivity test and price sensitivity test promulgated by the Federal Financial Institutional Examination Council.

Collateralized mortgage obligations shall not be classified as Permitted Investments if they are secured by principal or interest only, or if they bear interest at an inverse floating rate.

(4) Not less than 30 percent of the Government Fund assets shall be invested in direct obligations of the United States Treasury, federal agencies and instrumentalities.

(B) Short Term Liquidity Fund

(1) There is hereby established the Short Term Liquidity Fund. Participants shall be entitled to redeem funds from the Short Term Liquidity Fund upon provision of notice to the Trust as provided in Section 7.04 hereof.

(2) The objectives of the Short Term Liquidity Fund are a stable share price and as high a level of current income as is consistent with preservation of principal and liquidity.

(3) Except as otherwise provided in this Section 4.02(B), all Permitted Investments for the Short Term Liquidity Fund must satisfy the following criteria:

(a) Such Permitted Investments must be securities eligible to be held in an investment fund regulated and controlled by Securities and Exchange Commission Rule 2a-7;

(b) Such Permitted Investments must have a maturity of not more than 397 days, except for government issued and FDIC-backed floating rate notes which must have a maturity of not more than 762 days;

(c) A minimum of 50% of such Permitted Investments must have an A-1+ rating from Standard & Poor's Corporation and a maximum of 50% of such Permitted Investments must have an A-1 rating from Standard & Poor's Corporation;

(d) Except for government or agency securities, no more than 5% of the Short Term Liquidity Fund's market value will be invested in securities of any single issuer; and

(e) The instruments must be Fixed-Income securities.

(4) Subject to Section 4.02(B)(3) above, the following Fixed-Income instruments shall comprise the Permitted Investments for the Short Term Liquidity Fund:

(a) Obligations of U.S. or foreign Governments or their agencies payable in U.S. Dollars;

(b) U.S. Dollar-denominated Corporate securities;

(c) Money-market instruments including repurchase agreements with minimum 102% collateral of US Treasury and Agency securities only; and

(d) Obligations of U.S. state and local entities.

(e) Notwithstanding anything to the contrary in this Section 4.02(B), investments in asset-backed and mortgage-backed securities shall be limited to a combined maximum of 5% of the Short Term Liquidity Fund's market value, and each asset-backed and mortgage-backed security must have a maximum "final" maturity of 397 days and minimum credit rating of A-1 or equivalent."

(C) Additional Investment Funds may be established by the Board. The action creating any additional Investment Fund shall specify the applicable Permitted Investments and redemption requirements. The Trustees shall not modify the list of Permitted Investments or the period of advance notice required for the redemption of Shares for any Investment Fund without (1) providing 30 day's written notice to each Participant holding Shares in such Investment Fund and (2) permitting each Participant to redeem its Shares in such Investment Fund

SECTION 4.03. ACQUISITION AND DISPOSITION OF ASSETS.

(A) The Trustees shall have full and complete power to establish and maintain Investment Funds for Participants. For such consideration as they may deem proper and as may be required by law, the Trustees shall be authorized to purchase, subscribe for, invest in, sell, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments and to contract for and enter into agreements with respect to the purchase and sale of Permitted Investments.

(B) The Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, with or without advertisement, for cash or on terms, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale or other instrument in connection with the foregoing, including giving consents and making contracts relating to Trust Property or its investment, use or disposition.

SECTION 4.04. DELEGATION. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management and administration of the Trust and their duties and obligations as Trustees) to delegate from time to time to one or more Trustees (who may be designated as a Committee of the Trustees) or to officers, employees or agents of the Trust (including the Investment Advisor, the Administrator, the Custodian and the Trust Counsel) such authorities, the performance of such acts and things, the execution of such instruments either in the name of the Trust or as their attorney or attorneys, and such other responsibilities as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The provisions of this Section 4.04 shall be deemed to permit the delegation of administrative, ministerial and operational matters, but shall not be deemed to permit the delegation of the authority to determine policies and procedures of the Trust.

SECTION 4.05. COLLECTION. The Trustees shall have full and complete power: (A) to collect, sue for, receive and receipt for all sums of money or other property due to the Trust; (B) to consent to extensions of time for payment or the renewal of any securities, investments or obligations; (C) to engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property; (D) to foreclose any collateral, security or instrument securing any investment, note, bill, bond, obligation or contract by virtue for which any sums of money are owed to the Trust; (E) to exercise any power of sale held by them and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (F) to be parties to any reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments, or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise; (G) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (H) to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements, and other instruments; and (I) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

SECTION 4.06. PAYMENT OF EXPENSES. The Trustees shall have full and complete power (A) to incur and pay Operating Expenses, Development Expenses and Education Expenses and (B) to reimburse others for the payment thereof. The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. The Trustees shall not be paid compensation for their general services as Trustees hereunder but may be reimbursed for their authorized travel and other out-of-pocket expenses reasonably incurred on behalf of the Trust. Except as set forth in Section 7.08 hereof relative to any expenses associated with defective redemption requests, Operating Expenses, Development Expenses and Education Expenses shall be paid from earnings of the Trust.

SECTION 4.07. BORROWING AND INDEBTEDNESS. The Trustees shall not have the power to borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

SECTION 4.08. DEPOSITS. The Trustees shall have full and complete power to deposit, in accordance with the law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust, with one or more entities in the State which are eligible under the laws of the State to be a depository for public funds, whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure thereof. With respect to such deposit, each such entity shall comply with all applicable requirements of law.

SECTION 4.09. VALUATION. The Trustees shall have full and complete power to determine conclusively, in good faith, the value of any Trust Property and to revalue the Trust Property as more specifically set forth in Article IX herein.

SECTION 4.10. FISCAL YEAR AND CHART OF ACCOUNTS. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept, and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees, the fiscal year of the Trust shall commence on October 1 of each year and terminate on September 30 of the following calendar year.

SECTION 4.11. CONCERNING THE TRUST AND AFFILIATES. The Trust shall not enter into separate transactions with or make investments in any Affiliate of the Trust or of any Trustee, Investment Advisor (except as otherwise permitted by written agreement), Administrator, officer, employee or agent of the Trust; provided that

the Trust may purchase and sell Permitted Investments from and to the Custodian or and Affiliate of the Custodian.

SECTION 4.12. INVESTMENT POLICY. The Trustees shall use their best efforts to obtain, through the Investment Advisor or other qualified persons, a continuing and suitable general investment policy for each Investment Fund, consistent with the investment objectives of the Trust set forth herein. The Trustees shall be responsible for reviewing and approving or rejecting all investment policies presented by the Investment Advisor or such other persons.

SECTION 4.13. AGENTS AND EMPLOYEES. The Trustees shall have full and complete power to appoint, employ, retain or contract with any person of suitable qualification (including any corporation, partnership, trust or other entity) as the Trustees may deem necessary or desirable for the transaction of the affairs of the Trust, including any person or persons who, under the supervision of the Trustees, may among other things: (A) serve as the Investment Advisor and consultant in connection with policy decisions made by the Trustees; (B) serve as the Administrator; (C) serve as Trust Counsel; (D) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments; (E) act as consultants, accountants, technical advisors, brokers, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, registrars for Shares, or in any other capacity deemed by the Trustees to be necessary or desirable; (F) act as attorney-in-fact or agent in the purchase, sale or other disposition of investments and in the handling, prosecution or other enforcement of any lien or security securing investments; and (G) assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with the Trustees.

SECTION 4.14. INSURANCE. The Trustees shall have full and complete power to purchase and pay for insurance policies or bonds insuring the Trust and the Trustees, officers and direct employees of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person as Trustee, officer or employee, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability.

SECTION 4.15. ANNUAL REPORTS. The Trustees, through the Administrator, shall cause to be prepared annual financial reports of the details of the operations of the Trust. Such Annual Report shall include: (A) a report of financial conditions containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles; (B) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards; and (C) sufficient

information to establish compliance with the investment policy established pursuant to this Agreement. A signed copy of such report and opinion shall be filed with the Trustees within 60 days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants. In addition, the Trustees shall furnish to the Participants a quarterly report containing an unaudited statement of assets and liabilities for such accounting period and statements of operations and of changes in net assets of the Trust for the period from the beginning of the then current Fiscal Year to the end of such current accounting period.

SECTION 4.16. PURSUIT OF REMEDIES. Notwithstanding any provision in this Agreement, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust. The Trustees shall have full and complete power to enter into any investment, settlement, compromise, commitment or obligation on behalf of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired as a result thereof.

SECTION 4.17. INFORMATION STATEMENT. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the Trust and to amend or supplement the same from time to time.

SECTION 4.18. TAXES. The Trustees shall have full and complete power: (A) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property, or upon or against the Trust Property or income or any part thereof; (B) to settle and compromise disputed tax liabilities; and (C) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

SECTION 4.19. RIGHTS AS HOLDERS OF TRUST PROPERTY. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges pertaining to the ownership of all or any Permitted Investments or other Trust Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, whose proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

SECTION 4.20. EDUCATION AND TECHNICAL ASSISTANCE. Pursuant to Section 9.04 hereof, the Trustees shall retain the following amounts to be used for education and technical assistance: (A) prior to March 1, 1998, 0.6666 basis points per month on the total Trust Property in the Government Fund; (B) between March

1, 1998 and October 31, 1998, both dates inclusive, 0.5833 basis points per month on the total Trust Property in the Government Fund; and (C) beginning November 1, 1998, 0.5000 basis points per month on the total Trust Property in the Government Fund, Notwithstanding anything to the contrary herein, the Trustees shall be authorized to modify the amounts to be retained to be used for education and technical assistance for the Government Fund and may establish amounts to be retained to be used for education and technical assistance for the Short Term Liquidity Fund and any other Investment Funds established pursuant to this Agreement. The Trustees may contract only with the County Association and the Clerk's Association for utilization of these funds, which shall be restricted to programs related to local government education and training.

SECTION 4.21. FURTHER POWERS. To the extent permitted by law, the Trustees shall have full and complete power to take all actions, do all matters and things, and execute all instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust, although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any further consent of the Participants, unless otherwise provided herein, or any court order to deal with the Trust Property.

ARTICLE V

INVESTMENT ADVISOR, ADMINISTRATOR AND TRUST COUNSEL

SECTION 5.01. APPOINTMENT. The Trustees are responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Agreement. However, the Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Trustees may appoint, employ or contract on behalf of the Trust with an Investment Advisor, an Administrator and a Trust Counsel and may grant or delegate such authority to the Investment Advisor, the Administrator, the Trust Counsel or to any other person as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust.

SECTION 5.02. DUTIES OF THE INVESTMENT ADVISOR. The duties of the Investment Advisor shall be those set forth in the Investment Advisory Agreement to be entered into between the Trustees, on behalf of the Trust, and the Investment Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. The Trustees may authorize the Investment Advisor to effect purchases, sales or exchange of Trust Property or may authorize any officer, employee, agent or Trustee to effect such purchases, sales or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Trustees subject to the Trustee's right of disapproval. Purchases, sales and exchanges of Trust Property shall be deemed to be authorized by all the Trustees in accordance with the provisions of this Agreement unless the Investment Advisor is notified in writing by the Trustees to the contrary. The Investment Advisory Agreement may authorize the Investment Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisor shall be prohibited from accepting direct or indirect monetary or in-kind compensation from any person other than the Trust in connection with the services provided under the Investment Advisory Agreement, unless such compensation is immediately paid or transferred to the Trust.

SECTION 5.03. DUTIES OF THE ADMINISTRATOR. The duties of the Administrator shall be those set forth in a agreement between the Administrator and the Trustees, on behalf of the Trust and shall include supervision of all investment activity, provision of accounting services, and performance of such other duties and responsibilities as may be from time to time declared by the Trustees.

SECTION 5.04. DUTIES OF THE TRUST COUNSEL. The duties of the Trust Counsel shall be: (A) to construe the terms and provisions of this Agreement and advise the Board with respect to its powers and duties thereunder; (B) review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants; (C) attend all meetings of the Board and provide legal advise and consultation as requested; and (D) bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Agreement.

SECTION 5.05. SUCCESSORS. If, at any time, the position of Investment Advisor, Administrator or Trust Counsel shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor. Nothing herein shall be construed to prohibit the Trust from performing the duties of the Administrator through its own direct employees.

ARTICLE VI

CUSTODIAN

SECTION 6.01. QUALIFICATIONS. The Trustees, on behalf of the Trust, shall employ a bank or trust company organized under the laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be established by the Trustees to perform to duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes, and shall invest all Trust Property in accordance therewith and in accordance with the objectives of this Trust.

SECTION 6.02. SUCCESSORS. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

SECTION 6.03. PROHIBITED TRANSACTIONS. With respect to transactions involving Trust Property, the Custodian shall act strictly as agent for the Trust. The Trustees shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

ARTICLE VII

INTEREST OF PARTICIPANTS

SECTION 7.01. GENERAL. The beneficial interest of the Participants in any Investment Fund and the earnings thereon shall, for convenience of reference, be divided into Shares which shall be used as units to measure the proportionate allocation to the respective Participants. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants in any Investment Fund is unlimited. All Shares in an Investment Fund shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct all affairs of the Trust are vested in the Trustees on behalf, and for the beneficial interest of, the Participants. The Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust.

SECTION 7.02. INVESTMENTS. Upon compliance with the procedures established by the Administrator and the Custodian, a Public Entity who has become a Participant in accordance with Section 2.03 hereof shall be entitled to invest in any Investment Fund. Participants may invest in more than one Investment Fund and may establish more than one account within a single Investment Fund. With respect to the Government Fund, the Participant shall notify the Trust of its intention to make an investment in an Investment Fund not less than one Business Day prior to the Transaction Execution Date. With respect to the Short Term Liquidity Fund, investment funds received before 11:00 am Eastern Time on a Business Day shall be invested on the same Business Day and investment funds received after 11:00 am Eastern Time may be invested on the next Business Day. With respect to any investment, Shares shall be allocated to the investing Participant by dividing the amount invested by the Share Value for the Investment Fund as of the Transaction Valuation Date. Investments may be made in fractional Shares.

SECTION 7.03. EVIDENCE OF PARTICIPANT SHARES. Evidence of the number of each Participant's Shares shall be reflected in the Share Register for each Investment Fund maintained by or on behalf of the Trust pursuant to Section 8.01 hereof. The Trust shall not issue certificates as evidence of Shares held.

SECTION 7.04. REDEMPTIONS. Payments by the Trust to Participants and the reduction of Shares resulting therefrom are, for convenience, referred to in this

Agreement as "redemptions". Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms, conditions and advance notice requirements promulgated by the Trustees upon the establishment of each Investment Fund. The Trust shall, upon application of any Participant and in accordance with the redemption requirements established by the Trustees, redeem Shares from any Investment Fund. The Participant shall notify the Trust of its intention to make a redemption from an Investment Fund in accordance with the redemption requirements established by the Trustees. With respect to the Government Fund, such notice shall in no event be less than two Business Days prior to the Transaction Execution Date. With respect to the Short Term Liquidity Fund, such notice received before 11:00 am Eastern Time on a Business Day shall be fulfilled on the same Business Day and notices of redemption received after 11:00 am Eastern Time on a Business Day may be fulfilled on the next Business Day. On the Transaction Execution Date, Shares shall be redeemed at the Share Value for the Investment Fund as of the Transaction Valuation Date. The procedures for effecting redemption shall be as adopted by the Trustees. The Trustees may establish (A) penalties for early redemption of Shares; (B) procedures for resolving other contingencies which may jeopardize the earnings potential of the Trust; and (C) procedures for the prompt payment of the principal of any account at any time. Redemptions may be made in fractional Shares.

SECTION 7.05. SUSPENSION OF REDEMPTION OR PAYMENT. Each Participant, by its adoption of this Agreement, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period (A) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State or any general suspension of payments by banks in the State or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closing); or (B) during which any situation exists as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred or if it is not reasonably practicable for the Trust at any time to determine fairly the Share Value. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the Business Day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in the clauses (A) or (B) above shall have expires (as to which the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant

may either withdraw its request for redemption or receive payment based on the Share Value existing after the termination of the suspension.

SECTION 7.06. MINIMUM INVESTMENT. Initially, and until changed by action of the Trustees, there shall be a five thousand dollar (\$5,000.00) minimum total investment for each Participant. If the Trustees create a minimum total investment in an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

SECTION 7.07. MINIMUM REDEMPTION. There shall be a minimum of one share which may be redeemed at any one time at the option of a Participant.

SECTION 7.08. DEFECTIVE REDEMPTION REQUESTS. If a Participant submits a request for the redemption of a greater number of Shares than are then allocated to such Participant, such requests shall not be honored. Each Participant, by its adoption of this Agreement, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant at a redemption price determined in accordance with Section 7.04 hereof sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

ARTICLE VIII

RECORD OF SHARES

SECTION 8.01. SHARE REGISTER. A Share Register for each Investment Fund shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (A) the names and addresses of the Participants, (B) the number of Shares representing their respective beneficial interests hereunder, and (C) a record of all allocations and redemptions thereof. Such Share Registers shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Registers shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust as designated to keep the Share Registers.

SECTION 8.02. REGISTRAR. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Registers shall be kept by the Administrator. The registrar shall record the original allocations of Shares in the Share Registers and shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation except as such duties may be modified by the Trustees from time to time.

SECTION 8.03. OWNER OF RECORD. No person becoming entitled to any Shares as a consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated, unless such person is an entity qualified to participate in the Trust, in which event such person shall be substituted for the previous person upon proper application. Such person shall become entitled to the redemption value of such Shares. Such qualified person may then be designated as the Participant of record to which such Shares are allocated. Persons not qualified as Participants who become entitled to Shares and do not promptly request redemption thereof may be requested by the Trustees to present proof of entitlement and shall be required to redeem such Shares. The Trust shall not be bound by any notice of merger, reorganization, consolidation, bankruptcy, insolvency, or other such event, unless the Shares are transferred in accordance with the provisions of the Trust.

SECTION 8.04. NO TRANSFER OF SHARES. Except as provided for in Section 8.03 hereof, the beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption; provided that Shares may be redeemed from one Participant's account and the proceeds

deposited directly into another Participant's account upon instructions from the authorized representatives of the respective Participants.

SECTION 8.05. LIMITATION OF FIDUCIARY RESPONSIBILITY.

The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to determine the existence of any trust, express, implied, or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein, except the Participant recorded as the Participant to which such Shares are allocated. The receipt of monies by the Participant in whose name any Share is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all monies payable or deliverable in respect of such Shares and from all responsibility to see to the proper application thereof.

SECTION 8.06. NOTICES.

Any and all notices to which any Participant hereunder may be entitled and any and all communications shall be deemed duly served or given if delivered, transmitted or mailed, postage prepaid, addressed to such Participant of record at its address or facsimile transmission telephone number as recorded on the Share Register. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

ARTICLE IX

VALUATION OF INVESTMENT FUNDS

SECTION 9.01. ASSET VALUATION.

(A) As of the close of business on each Business Day, the investments of the Government Fund shall be valued by the Trustees, using such consistent method or basis of valuation and based upon such sources of information as will, in the Trustees' opinion, result in the fair and equitable valuation of the Government Fund and its assets. The investments of the Short Term Liquidity Fund shall be valued by the Trustees weekly, using such consistent method or basis of valuation and based upon such sources of information as will, in the Trustees' opinion, result in the fair and equitable valuation of the Short Term Liquidity Fund and its assets. The Trustees, insofar as practicable, shall utilize the following basic guidelines:

(1) The value of each security listed on generally recognized securities exchanges shall be the last sales price as reported by such exchanges on the date of valuation. Where a security is traded on more than one securities exchange, the Trustees may designate that one exchange will be used as the basis of valuations. If no sale has been so reported, the average of the bid and asked price for the date of valuation shall be used, unless in the Trustees' opinion, use of the last reported sale or the last reported bid as reported by such exchanges, whichever is more recent, would more truly reflect the value of such security. If neither a sale nor a bid and asked price has been reported for the date of valuation, then the most recent sales price shall be used.

(2) Non-listed securities shall be valued by taking the most recent published bid as of the date of valuation obtained with the Trustees' approval, from one or more reputable brokers, dealers, investment bankers or pricing or quotation services that regularly deal in or that determine and quote the value of the security being valued or by reference to a valuation supplied by a generally accepted pricing or quotation service. Alternatively, if the Trustees determine that the average of the reported bid and asked prices, if such are reported for the date of valuation, would more truly reflect the value of such security, then such average shall be used. Should no bid and asked prices have been reported for the date of valuation, the last reported sale value shall be used unless, in the Trustees' judgment, the most recent bid price would more truly reflect the value of such security.

(3) The value of marketable United States Government or government agency obligations shall be the most recent published bid as of the date of

valuation obtained from one or more recognized dealers regularly dealing in such securities.

(4) The value of any other investment shall be the market value thereof as determined by the Trustees as of the date of valuation. In determining such market value, the Trustees may obtain and consider: quotations furnished by reputable sources, such as pricing or quotation services, security dealers, brokers or investment bankers; values of comparable property; appraisals; or such other information as the Trustees deem pertinent.

(5) An investment purchased, the purchase price of which has not been paid, shall be included for valuation purposes as a security held, and the cash or any cash equivalents shall be adjusted by deducting the purchase price, including brokers' commissions and other expenses. Brokers' commissions and other expenses which may be incurred on future sales shall not be considered in valuing an Investment Fund.

(6) If, in the opinion of the Trustees, the valuations obtained by the foregoing methods do not fairly indicate the actual market value of an investment, or no reliable data is available, the Trustees shall obtain and use quotations furnished by one or more reputable brokers or investment bankers or, as a basis for such valuation, such other pertinent information, or such other method of valuation, as may, in their judgment, be necessary to determine the value as of the date of valuation. For the purposes of this Section 9.01(B)(6), information reported (a) in newspapers of general circulation, or in New York City, (b) in standard financial publications or periodicals, (c) in the records of any recognized security exchange, (d) statistical or valuation services, or (e) any one or more of such sources may be selected by the Trustees, noted in the records of the Trust, and shall be accepted as evidence thereof.

(B) Valuation of the investments in any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

SECTION 9.02. COMPUTATION OF NET ASSET VALUE.

(A) To the aggregate value of investments determined in the manner required by Section 9.01, there shall be added (1) any cash or cash equivalents, adjusted as required by Section 9.01(A)(5) and (2) any other amounts properly allocable to the Investment Fund. From the total so obtained there shall be deducted all charges, reserves and liabilities due, accrued or anticipated, as described in Section 9.04, which are properly chargeable to the Investment Fund. The net amount remaining shall be deemed to be the Net Asset Value of the Investment Fund as of the date of valuation.

(B) Computation of the Net Asset Value of any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

SECTION 9.03. COMPUTATION OF SHARE VALUE.

(A) At the inception of any Investment Fund, the Share Value shall be deemed to be ten dollars (\$10.00), unless the Trustees shall, in the records of the Trust, specify a different value therefor. The Share Value on any date of valuation shall be computed by dividing the Net Asset Value of the Investment Fund by the number of Shares into which the Investment Fund is then divided; provided however, that fractions of a cent per Share may be omitted.

(B) Computation of the Share Value of any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

SECTION 9.04. EXPENSES, RETAINED EARNINGS AND RESERVES.

The Trustees shall retain first from earnings and profits of the each Investment Fund and, to the extent those funds are not sufficient, from the assets of each Investment Fund, such amount as they may deem necessary (A) to pay any debts of the Trust properly allocable to such Investment Fund and (B) to pay that portion of the Operating Expenses of the Trust properly allocable to such Investment Fund. In addition, the Trustees shall retain for the payment of Development Expenses and Education Expenses the amounts described in Section 4.20 herein. The Trustees shall also have the power to establish from earnings and profits such reasonable reserves as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE X

AMENDMENT OR TERMINATION OF TRUST; DURATION OF TRUST

SECTION 10.01. AMENDMENTS. The provisions of this Agreement may be amended or altered at any meeting of the Board of Trustees or pursuant to any vote of the Board called for that purpose. No such amendment shall become effective prior to (1) providing 30 day's written notice to each Participant holding Shares in any Investment Fund and (2) permitting each Participant to redeem its Shares in such Investment Fund.

SECTION 10.02. TERMINATION.

(A) The Trust or any Investment Fund may be terminated at any meeting of the Board of Trustees. The Trust shall also be terminated if either the County Association or the Clerks Association (1) notifies the Trust in writing that it will no longer appoint Trustees or (2) fails to appoint a replacement Trustee within 90 days after notification of any vacancy.

(B) The termination of the Trust or any Investment Fund shall not (1) change any rights with respect to any allocated Shares of a terminated Investment Fund by reducing the amount payable thereon upon liquidation, except with the vote or written consent of 100 percent of the Participants in such Investment Fund; (2) change the limitations on personal liability of the Participants and the Trustees; and (3) change the prohibition of assessments against Participants.

(C) Upon the termination of the Trust: (1) the Trust shall carry on no business, except for the purpose of winding up its affairs; (2) the Trustees shall proceed to wind up the affairs of the Trust, and pursuant thereto all of the powers of the Trustees under this Agreement shall continue until the affairs of the Trust shall have been concluded, including but not limited to the power to fulfill or discharge the contracts of the Trust, to collect Trust assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, to discharge or pay Trust liabilities, and to do all other acts appropriate to liquidate Trust affairs; and (3) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreement as they deem necessary for the Trust's protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(D) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.

SECTION 10.03. DURATION. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article X.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. GOVERNING LAW. This Agreement is executed by the Initial Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

SECTION 11.02. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

SECTION 11.03. RELIANCE BY THIRD PARTIES. Any certificate by an individual who, according to the records of the Trust, or of any official or public body or office in which this Agreement may be recorded, appears to be a Trustee hereunder or the Chairman of the Trust, certifying to: (A) the number or identity of Trustees or Participants; (B) the due authorization of the execution of any instrument or writing; (C) the form of any vote passed at a meeting of the Trustees; (D) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Agreement; (E) the form of any by-laws adopted by or the identity of any officers elected by the Trustees; or (F) existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees or any of them or the Trust and the successors of such person.

SECTION 11.04. PROVISIONS IN CONFLICT WITH LAW. The provisions of this Agreement are severable. If the Trustees shall determine, with the advise of its counsel, that any one or more of such provisions (the "conflicting provisions") are in conflict with applicable federal or State laws, the conflicting provisions shall be deemed never to have constituted a part of this Agreement; provided that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination.



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-11654

Clerk & Comptroller's Report 9. 2.

BCC Regular Meeting

Consent

Meeting Date: 02/02/2017

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 Report prepared by the Clerk to the Board's Office:

- A. Rescind the Board's action of January 19, 2017, approving Clerk's Report Items 7.A and 7.B;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 5, 2017;
- C. Approve the Minutes of the Regular Board Meeting held January 5, 2017;
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January, 12, 2017;
- E. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 19, 2017; and
- F. Approve the Minutes of the Regular Board Meeting held January 19, 2017.

Attachments

20170105 Agenda Work Session

20170112 CW Workshop

20170119 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 5, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 11:52 a.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the January 5, 2017, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson reviewed his add-on items.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 12, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 1:08 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Underhill called the Committee of the Whole (C/W) Workshop to order at 9:01 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Kimberly McCord, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on January 7, 2017, in the Board's Weekly Meeting Schedule.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. GPS Capabilities and County Policy Development

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Networkfleet GPS*, presented by Terry Gray, Fleet Division Manager, Public Works Department, and the C/W:

(1) Was advised by Mr. Gray that:

- (a) There are currently 555 Global Positioning System (GPS) units in operation; however, there are more units available that are not activated and in use at this time;
- (b) Each individual user can customize the map to see from all department vehicles down to just one in real time;
- (c) Vehicle history goes back 90 days for review;
- (d) There are landmark and geofence capabilities with activity alerts set up to notify supervisors when a vehicle enters or leaves established boundaries, exceeds the speed threshold, or exceeds idle time limits;
- (e) The Fleet Division can easily keep up with service needs using alerts triggered by real-time odometer readings and diagnostic trouble codes; and
- (f) Staff needs direction for establishing parameters for idle time and speed violations either across departments or county-wide;

(2) Was advised by Commissioner Barry that currently, Escambia County policy has no set parameters for idling or any kind of GPS program, but does instruct that the employee should operate the vehicle in the most efficient manner; and the GPS Program has been in place since April 1, 2016, so there is only nine months of data available;

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (3) Was advised by Wes Moreno, Roads Division, that the GPS Program has increased employee accountability and is an efficient way to keep informed after hours by monitoring alerts sent to the supervisor's smart phone;
- (4) Was advised by Commissioner Underhill that he would like to see the numbers of gallons consumed on a month to month comparison to track staff implementation and compliance with Board policy after it is revised; and

B. Board Direction – The C/W recommends that the Board direct each Director to work with Road Operations Department and Road Prison staff to set their own parameters with regard to geofencing, idling time, and speed, and when finalized, bring them back to the Board for final adoption at the Regular BCC Meeting on February 16, 2017.

Recommended 5-0

4. Pensacola Beach Fee Simple Federal Bill

A. Board Discussion – The C/W discussed the Pensacola Beach Fee Simple Federal Bill, and was advised by County Attorney Rogers that:

- (1) The County's federal lobbyist was proceeding with the Federal Bill that the Board has requested and supported since 2010, requesting that the Federal Government, via a vote of the U.S. Congress, amend the 1947 Deed that conveyed Santa Rosa Island real property to Escambia County and prohibits Escambia County from conveying away those properties, and:
- (2) Legally, Escambia County cannot give deeds for the properties on Pensacola Beach unless Congress loosens up that restriction in the Bill, and last year Congressman Miller and Senator Rubio sponsored the Bill in the 114th Congress to pursue that end;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (3) The federal lobbyist needs to know if the Board wants to continue to pursue this Bill and proceed with getting the new Congressman to sponsor the Bill in the House; and
- (4) The House Bill and the Senate Bill have one minor difference in that the House Bill requires Escambia County to convey to Santa Rosa County the properties that are in their jurisdiction should the Deed be amended, and the Senate Bill provides conveyance of the properties that are in Santa Rosa County's jurisdiction as an option; so the federal lobbyist needs to know if the Board has a preference; and

- B. Board Direction – The C/W recommends that the Board approve to continue to move *the Pensacola Beach Fee Simple Federal Bills* forward.

Recommended 5-0

For Information: County Attorney Rogers advised that she is a residential leaseholder of Pensacola Beach as of the summer of 2016, and pursuant to the rules under the Florida Bar that may mean that, at some point, these issues will have to be passed to someone else in her office, or otherwise check the ethical implications.

5. Travel Discussion

A. Board Discussion – The C/W discussed travel, and the C/W:

- (1) Was advised by County Administrator Brown that he has reviewed the travel policy and looked for apps to track travel on smart phones, and:
 - (a) It has come to his attention that some staff members have been told that they cannot file a travel claim for "in and around" travel because there are County vehicles for staff use, and if they are not assigned a vehicle they can borrow one from another department;

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(b) There are also questions raised about the out-of-county travel policy that was updated August 18, 2016, and is normally done by the least expensive means, which many times means a County vehicle or authorized personal vehicle;

(c) There are also Department Heads who have the option of having a travel stipend in lieu of the use of a County vehicle, which policy was Implemented on December 22, 1998, and reexamined during a time of economic downturn; and

(d) He negotiates contracts with Department Heads, and the travel stipend is a part of many contracts that were negotiated in good faith;

(2) Heard comments from Commissioner Underhill recommending the use of smart phone technology to track "in and around" travel to simplify the filing of travel claims for all staff at all levels since there is no data to support whether the stipends are actually saving on costs in lieu of providing a vehicle;

(3) Was advised by the Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, that:

(a) Reporting will be required if there is a reporting policy implemented, and there could not be an option for a Commissioner to opt out of participation;

(b) Budgetary controls for travel for Commissioners and Commissioners' Aides would fall to the Clerk's Office, and all travel would be scrutinized for justification and adequate documentation; and

(c) Any electronic tracking system would have to interface effectively with current County accounting systems; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

- B. Board Direction – The C/W recommends that the Board Direct staff to continue to move forward and finalize the analysis of the use of a cell phone based technology that will enable a single reimbursement policy for "in and around travel," that is travel taking place inside Escambia County, in the conduct of every staff member's duties.

Recommended 5-0

6. Criminal Justice Reform

- A. Board Discussion – The C/W discussed criminal justice reform, and the C/W:

(1) Was advised by Commissioner Robinson that:

- (a) He recommends developing a pilot program in Escambia County to implement some of the recommendations by the Florida Tax Watch by working with the Judiciary to find alternatives to incarceration; and
- (b) All legislators contacted have responded favorably; however, there is not much time to put something forward in this Legislative Session, and he would like to submit something that includes the following points:
- Reduce penalties for and divert "driving while license suspended" offenders
 - Restore judicial discretion for specific mandatory minimum cases
 - Develop risk/needs assessments and cost-analysis tools to be used at the time of sentencing
 - Increase the amount of usable gain time for nonviolent inmates
 - Lengthen the period of eligibility for and expand transitional work-release programs
 - Promote strategies that improve released offenders' employment opportunities

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(2) Was advised by Commissioner Underhill that:

- (a) He needs to confer with the Sheriff and Chief of Police, as well as the organizations who work with inmates after release prior to making any decision;
- (b) He struggles to support reducing the penalty for driving while license is suspended because the suspension is usually the result of poor driving behavior and probably driving without insurance;
- (c) He supports restoration of judicial discretion; however, he would not support the Legislature participating in risk/needs assessments and cost analysis tools to be used at the time of sentencing, unless the Judiciary was in favor of this; and
- (d) He is not sure of the meaning of "increase the amount of usable gain time for nonviolent inmates," but the last two points referenced by Commissioner Robinson seem to be very much in the wheelhouse of the Board, and could be changed locally with the Taskforce's input;

(3) Was advised by Commissioner Bergosh that:

- (a) Many of the changes discussed in the article would require laws to be changed at the State level; however, he supports bringing in the stakeholders before weakening any penalties, understanding that each branch has their own duties and responsibilities, and that the system is cumbersome but works; and

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

A. Continued...

(3) Continued...

(b) He would like to focus on the following:

- The "driving while license suspended" violators, as long as there were no injuries involved
- Reducing the number of inmates jailed for minor drug infractions; users only, not drug traffickers
- Utilization of electronic monitoring for non-violent offenders
- A plan to release elderly, sick patients, and diverting low-level, repeat offenders to the Road Prison and expanding it if possible
- Lowering costs overall, respecting each office in the Judicial system, and working together with them to earn their support

(4) Was advised by Commissioner May that:

(a) The Judges hands are tied, and change depends on the Legislature;

(b) A task force made up of community members is needed to suggest reforms for how incarceration is done in Escambia County; and

(c) There are already funds available for pilot programs, and Escambia County is the ideal county to implement a program, considering the challenge of having to construct a new jail over the next 4-5 years; and

(5) Heard comments from Commissioner Barry supporting the formation of a task force and drafting a letter to the Legislature using generalities from the Tax Watch article, such as reducing the number of non-violent offenders that are incarcerated, to show that the Board is interested in solving problems and giving more weight to the comments from the Public Safety Coordinating Committee; and

B. Board Direction – The C/W recommends that the Board indicate to the Legislature that the Board is looking for some type of pilot program that evaluates ways to reduce non-violent offenders, and approve establishing a task force that would evaluate this issue and bring back something more long-term.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Sector Plan

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Sector Plan*, presented by Horace Jones, Development Services Department Director, and the C/W:

(1) Was advised by Commissioner Barry that:

(a) Escambia County has the only Plan in the state of Florida that has the dynamics of the Sector Plan with underlying zoning that still exists, two Detailed Specific Area Plans (DSAP) that cover the entire Sector Plan, and underlying zoning or underlying Future Land Use, and, as it turns out, the phrase "underlying zoning" is an accurate phrase; however, because in the areas that the Sector Plan covers, the Future Land Use has been fused as the only Future Land Use for that portion, so there is no contradictory Future Land Use; and

(b) There is a town hall meeting to discuss the Sector Plan on January 23, 2017, at 5:30 p.m., at the 4-H Center on Stefani Road, and this topic will be discussed further at the February 9, 2017, C/W Workshop, to discuss the following before it is brought forward to the March 2, 2017, Regular Board Meeting:

- How the Board wants to treat a request to opt out of the Plan
- How the Board plans to treat a request for an amendment or a change to the development order that is part of two DSAPs

(Continued on Page 10)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

- (2) Was advised by County Attorney Rogers that the DSAP is considered a locally issued development order which is why opt outs would go to the Florida Department of Economic Opportunity (DEO) and they would have little to say; so the answer for anyone who wants to stay geographically in the Sector Plan, but is questioning whether or not a performance standard applies to them or whether they can be relieved, will depend on if that requirement is in the top layer or second layer of the DSAP; however, the message from DEO was clear that there is a significant amount of local control over this, and only if and when a tipping point of acres opted out is reached, will DEO say that the Sector Plan needs to be evaluated to determine if it is the correct tool for Escambia County to use;
- (3) Was advised by Mr. Jones, that:
 - (a) The request for the opt out that has already been received includes a request for the Future Land Use Category, so on the night it comes before the Board, the vote will be to send the request to Tallahassee with the requested Future Land Use Category in the application packet; and
 - (b) The DSAP came with a "how to" document to explain how to implement the Sector Plan; so, if there is any change, the Board would have to provide guidance on how to implement or direct change to the performance standard in the DSAP documents; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA

1. Letter Regarding Pensacola Energy's Dealings with the Local Plumbing Industry

- A. Board Discussion – The C/W was provided with a draft letter to Pensacola Mayor Ashton Hayward and the Pensacola City Council regarding Pensacola Energy's dealings with the local plumbing industry, and was advised by Commissioner Underhill that he and the County Attorney drafted the letter due to the potentially competitive environment of the City conducting plumbing operations associated with natural gas, which has the potential to end up in court; and
- B. Board Direction – The C/W recommends that the Board authorize the Chairman to sign the letter to the Mayor and Pensacola City Council regarding Pensacola Energy's dealings with the local plumbing industry, with a date for response prior to the City/County Joint Meeting on January 30, 2017.

Recommended 5-0

AGENDA NUMBER – Continued

8. Adjourn

Chairman Underhill declared the C/W Workshop adjourned at 1:08 p.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 19, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:10 a.m. – 11:37 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, Chairman, District 2

1. FOR INFORMATION: The agenda for the January 19, 2017, Regular Board Meeting, was reviewed as follows:
 - A. Commissioner Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Barry reviewed his add-on items.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11662

Growth Management Report 9. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/02/2017

Issue: 5:45 p.m. - A Public Hearing Concerning the Conditional Use and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Conditional Use Determination and the Issuance of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 5570 Bellview Avenue, Pensacola, FL, McDirt Industries, Inc.

That the Board of County Commissioners (BCC) take the following action:

- A. Conduct a quasi-judicial public hearing to consider the conditional use determination to allow for an asphalt/concrete crushing recycling and processing facility, located at 5570 Bellview Avenue, per the conditions as prescribed in Chapter 2 Article 2-6.4(c)(3)a-i of the Land Development Code (LDC) along with the conditions as prescribed in Chapter 3 Article 3-2.11(c)(5)d1-4 of the LDC;
- B. Review and either approve, modify, or deny the authorization of a conditional use; and
- C. Review and either approve, modify, or deny the request for issuance of a recycling permit for an asphalt/concrete crushing recycling and processing facility located at 5570 Bellview Avenue, McDirt Industries, Inc.

BACKGROUND:

McDirt Industries, owned by Phillip McCoy, is located at 5570 Bellview Avenue in Pensacola, Florida and has been in operation for many years. According to Mr. McCoy, he has continually operated this facility for recycling concrete and asphalt at this location for over 34 years. The site is currently in operation as a construction company for sand mining (resource extraction), dirt hauling, waste disposal, and recycling of concrete and asphalt. The subject property contains approximately 26 acres. Additionally, the existing operations have an on-site Non Metallic Mineral Processing Plant (Crusher) which currently operates as part of their recycling and processing operation for concrete and asphalt. As part of their existing sand mining operation (resource extraction), the BCC

previously approved their resource extraction permit (borrow pit) on August 26, 2015.

The Development Order for McDirt was approved through the County's Development Review process on November 30, 2016, contingent upon the review for authorization or denial of the Conditional Use and Recycling Facility Permit at the aforementioned location.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the issuance of this Permit.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Development Order with Exhibits

Compliance Review

Maps



SITE PLAN DEVELOPMENT ORDER with Concurrency Certification

Project: McDirt Concrete Recycling Center
Location: 5570 Bellview Ave
Development Review #: PSP160400052
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Property Reference #s: 38-1S-31-2100-002-038
38-1S-31-2200-000-000

Future Land Use: I
Zoning District: HC/LI
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy site plan and review requirements of Escambia County Ordinance (to bring a existing concrete/asphalt recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for McDirt Recycling Center to the BCC. The project description is the development of a 26.00-acre site as a compliant recycling facility providing storage, processing and removing waste concrete and asphalt off-site as proposed by attached Exhibit B.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.
2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no

Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.
3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.
4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
5. This Development and its associated permits and applications were approved for this activity only, with assigned locations indicated on the drawings. Any other operations, activity, land use, development, project and/or operations shall require additional approvals and authorizations by Local and State agencies.
6. All the required signage, vegetation, buffering, fencing and landscape standards as specified on the approved site plan must be maintained and failure to do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.
7. The Concrete Recycling Facility must comply with all the applicable standards and permits for Local and State as pertaining to storage, processing, recycling, and removal of processing material as governing by the applicable regulations.

Development Review Committee (DRC) Recommendation

Having completed development review of the **McDirt Concrete/Asphalt Recycling Center Facility** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

- Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Director, Development Services Department

Nov. 30, 2016

Date



Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	Phillip McCoy
Facility Name:	McDirt Industries, Inc.
Facility Type:	Concrete Recycling & Asphalt
File Number:	
Original Date of Issue:	
Renewal Date:	
Expiration Date:	
Development Review #:	PSP160400052
Date:	
Total Acreage of Facility:	26
Total Area Licensed for Operation:	

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

General Permit Conditions – All Facilities - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.
7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Environmental Health**

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m³ (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m³ on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to McDirt Industries, Inc., 5570 Bellview Ave, Pensacola, FL 32526 and a copy emailed to phillip@mcdirt.net (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiwqlm@co.escambia.fl.us

3. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

5. Permit Renewals

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

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

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

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:	
Permit Expiration Date:	
Issuing Officer Name:	
Issuing Officer Title/Department:	
Signature:	Date:

EXHIBIT
tabbles®
B

RECYCLED CONCRETE AND ASPHALT FACILITY



5570 Bellview Avenue
Pensacola, FL 32526

p. (850) 944-0112 // f.(850) 944-2893

www.McDirt.net

McDIRT INDUSTRIES, INC.
RECYCLING FACILITIES NARRATIVE

PROPERTY LOCATION: 5570 Bellview Avenue, Pensacola
Escambia County, Florida

PROPERTY TYPE/CURRENT USE: Industrial

PROPERTY OWNER: Phillip V. McCoy

OCCUPANT: McDirt Industries, Inc

PARCEL ID #'S: 38-1S-31-2200-000-000; 38-1S-31-2100-000-0038

LEGAL DESCRIPTION: E 10 A OF W 15 A OF SW 1/4 OF NW 1/4 OR 2192 P 318; W 10 FT OF LTS 38 51 ALL LTS 39 TO 50 98 TO 102 BELLEVUE HGTS PB 1 P 66 OR 5867 P 1978

ZONING CLASSIFICATION: HC/LI

FLOOD ZONE X

FUTURE LAND USE CLASSIFICATION: Industrial

PERMITS: Previous mined under FDEP No. FLA180955
Previous Solid Waste Management permit #24
Current Escambia Extraction Permit #REP2015M
Current FDEP Air Resource Management Facility #7775615

SITE DESCRIPTION: The two-parcel subject property is located on Bellview Avenue, west of Blue Angel Parkway. This interior parcel is rectangular in shape. The site has an estimate of approximately 964 feet of frontage on the north side of Bellview Avenue and an estimated depth of approximately 1,295 feet. According to the Escambia County Property Appraiser's Office, the subject contains approximately 26 acres.

Public sanitary sewer service is not available to the property. The overall public utilities that are available to the site are considered to be adequate. Access to the property is adequate. The parcel is not located within a designated flood area.

The rear one-half of the property was formerly utilized as a sand-mining operation and a four-acre dredging pond was situated at this northern portion of the property. However, over the recent years, a majority of this pond has been filled in.

DESCRIPTION of IMPROVEMENTS: The primary improvements consist of a one-story office, wood-frame building on an above-grade foundation, which contains approximately 1,440 sf. The building, which has a metal roof and covered porch, was constructed in 1927 as a residence, and was renovated/converted for use as an office meeting commercial building codes. There is also an existing detached storage/shop building, asphalt paving, a concrete sidewalk, paved parking spaces, unpaved parking spaced, extensive chain-link fencing, and adequate landscaping.

ACCESS TO SITE: From Blue Angel Parkway to a Single-point access on Bellview Avenue is a secured, gated access point monitored, and recorded, by security cameras twenty-four hours a day. The boundaries of the property are fenced to prevent public access.

ADJACENT LAND IMPACTS: Adjacent residential boundaries to the South and East are buffered by 30' to 70' of natural tall pine trees and thick underbrush parallel to and inside fence. The North adjoins RLF Baldwin Sand Mine. The West boundary is Saufley Air Field. The Crushing operations are located in the Northwest portion of the property, approximately 30 feet below natural grade which had been previously excavated. There are three lakes on site which are utilized for watering material stockpiles and roadways. Our crushing equipment has water spray systems installed. This is to minimize unreasonable noise, dust or other potential nuisances to contiguous properties. As required by FDEP and in compliance with rule 62-296-320, F.A.C, we have a certified independent engineering company perform a "visible emissions test" to ensure our emissions are within state guidelines.

HOURS OF OPERATION: 6AM TO 6PM weekdays and 6AM to 6PM on Saturday, closed on Sunday. Currently operating from 7AM to 5PM weekdays and 7AM to 2PM on Saturday. Heavy trucking of materials is currently 7AM to 4PM weekdays and occasional use on Saturday.

WETLAND IMPACTS, METHOD OF DIVERTING SURFACE WATER RUNOFF, & STORMWATER MANAGEMENT: All disturbed areas drain back to a mined pond, or sedimentation pond, which has been previously excavated or constructed. Spoil piles are situated so that any silt carried by drainage will be treated in the previously excavated pond.

NON-POINT SOURCE POLLUTION: By virtue of the fact that all disturbed areas are graded such that the drainage will carry yard dust to the ponds, non-point sources of pollution do not result from these operations.

RAW MATERIALS, PROCESSES AND PRODUCTS:

Sands and gravels are the only raw materials mined. The sand and gravel is washed, sized and stockpiled. The main waste product that results from the processing of sand and gravel is silt from the washing process, which is carried back to the previously mined area through sedimentation basins.

Topsoil and fill materials are imported from construction sites. These materials are inspected on the truck before dumping to insure there is no construction debris mixed in. We do not accept hazardous waste or any C&D waste products that is not in our recycling program. Topsoil and fill materials are screened and deleterious materials removed. Topsoil and fill materials are then stockpiled, and made available for resale to the public and contractors.

The northwest portion of the site area is dedicated to the reclamation and recycling of concrete and asphalt.

The materials are trucked in and stockpiled in staging areas to be processed. The first stage of process is to remove deleterious materials. Recyclable materials (i.e. metals, wood, and plastics) are stockpiled to be transported to other recycling facilities. Second stage is crushing and sizing material to meet product specifications. Third stage is to stockpile finished products in loading zones. The final stage is to weigh and load product on trucks for transport to job sites.

NOTES AND COMMENTS:

Phillip V McCoy, has owned and managed a construction company, sand mining, dirt hauling, waste disposal, and recycling operation at this location, over the past 34 years.



RECYCLING FACILITIES NARRATIVE

PROPERTY LOCATION: 5570 Bellview Avenue, Pensacola
Escambia County, Florida

PROPERTY TYPE/CURRENT USE: Industrial

PROPERTY OWNER: Phillip V. McCoy

OCCUPANT: McDirt Industries, Inc

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Current Escambia Extraction Permit #REP2015M
Current FDEP Air Resource Management Facility #7775615

LAND USE REQUIREMENTS:
The use complies with current applicable zoning district, use, or other provisions of the LDC.

SITE DESCRIPTION: The two-parcel subject property is located on Bellview Avenue, west of Blue Angel Parkway. This interior parcel is rectangular in shape. The site has an estimate of approximately 964 feet of frontage on the north side of Bellview Avenue and an estimated depth of approximately 1,295 feet. According to the Escambia County Property Appraiser's Office, the subject property contains approximately 26 acres.

Public sanitary sewer service is not available to the property. The overall public utilities that are available to the site are considered to be adequate. Access to the property is adequate. The parcel is not located within a designated flood area.

DESCRIPTION of IMPROVEMENTS: The primary improvements consist of a one-story office, wood-frame building on an above-grade foundation, which contains approximately 1,440 sf. The building, which has a metal roof and covered porch, was constructed in 1927 as a residence, and was renovated/converted for use as an office meeting commercial building codes. There is also an existing detached storage/shop building, asphalt paving, a concrete sidewalk, paved parking spaces, unpaved parking spaced, extensive chain-link fencing, and adequate landscaping. The rear one-half of the property was formerly utilized as a sand-mining operation and a four-acre dredging pond was situated at this northern portion of the property. However, over the recent years, a majority of this pond has been filled in.

ACCESS TO SITE: From Blue Angel Parkway to a Single-point access on Bellview Avenue is a secured, gated access point monitored, and recorded, by security cameras twenty-four hours a day. The boundaries of the property are fenced and gated to prevent public access.

ADJACENT LAND IMPACTS: Adjacent residential boundaries to the South and East are buffered by 30' to 70' of natural tall pine trees and thick underbrush parallel to and inside fence. The North adjoins RLF Baldwin Sand Mine. The West boundary is Saufley Air Field. The Crushing operations are located in the Northwest portion of the property, approximately 30 feet below natural grade which had been previously excavated. There are three lakes on site which are utilized for watering material stockpiles and roadways. Our crushing equipment has water spray systems installed. This is to minimize unreasonable noise, dust or other potential nuisances to contiguous properties. As required by FDEP and in compliance with rule 62-296-320, F.A.C, we have a certified independent engineering company perform a "visible emissions test" to ensure our emissions are within state guidelines. These factors assure that our operation is conducted an a manner that is compatible with adjacent properties and other properties in the immediate area.

HOURS OF OPERATION: 6AM TO 6PM weekdays and 8AM to 2PM on Saturday, closed on Sunday. Currently operating from 7AM to 4PM weekdays, and 8AM to 2PM on Saturday. Heavy trucking of materials is currently 7AM to 4PM weekdays and occasional use on Saturday.

WETLAND IMPACTS, METHOD OF DIVERTING SURFACE WATER RUNOFF, & STORMWATER MANAGEMENT: All disturbed areas drain back to a mined pond, or sedimentation pond, which has been previously excavated or constructed. Spoil piles are situated so that any silt carried by drainage will be treated in the previously excavated pond.

NON-POINT SOURCE POLLUTION: By virtue of the fact that all disturbed areas are graded such that the drainage will carry yard dust to the ponds, non-point sources of pollution do not result from these operations.

RAW MATERIALS, PROCESSES AND PRODUCTS:

Sands and gravels are the only raw materials mined. The sand and gravel is washed, sized and stockpiled. The main waste product that results from the processing of sand and gravel is silt from the washing process, which is carried back to the previously mined area through sedimentation basins.

Topsoil and fill materials are imported from construction sites. These materials are inspected on the truck before dumping to insure there is no construction debris mixed in. We do not accept hazardous waste or any C&D waste products that are not in our recycling program. Topsoil and fill materials are screened and deleterious materials removed. Topsoil and fill materials are then stockpiled, and made available for resale to the public and contractors.

The northwest portion of the site area is dedicated to the reclamation and recycling of concrete and asphalt.

The recyclable concrete and asphalt materials, which are remnants from demolition or construction projects which would previously have been deemed unusable and placed in county landfills, are trucked in and stockpiled in staging areas to be processed. The first stage of process is to remove deleterious materials. Recyclable materials (i.e. metals, wood, and plastics) are stockpiled to be transported to other recycling facilities. Other non-recyclable materials are placed in waste containers for disposal off site. Second stage is crushing and sizing material to meet product specifications. Third stage is to stockpile finished products in loading zones. The final stage is to weigh and load product on trucks for transport to job sites.

NOTES AND COMMENTS:

Phillip V McCoy, has owned and managed a construction company, sand mining, dirt hauling, waste disposal, and recycling operation at this location, over the past 34 years. Our company has always strived to be a good neighbor, and has always considered how our daily operations has or may in the future impact our neighborhood.



ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
Solid Waste Division
Pensacola, Florida

PERMIT NO.
24

PERMIT TO OPERATE

A SOLID WASTE MANAGEMENT ACTIVITY

This certifies that McDIRT INDUSTRIES, INC.
(Name of Company)

owned or operated by McDIRT INDUSTRIES, INC.

at 5570 Bellview Ave., Pensacola, FL, has submitted the information as required under County Ordinance 85-7 and the Division of Solid Waste has found such documents to conform with the provisions in this Ordinance. It is hereby declared that the person named above is granted a permit to operate a solid waste management activity in Escambia County, consistent with the provisions of Escambia County Ordinance 85-7. and 92-28.

Granted this 11th day of October, 1996



Acting Director, Solid Waste Department

Permit expires September 26, 1997

Permit Must Be Displayed Conspicuously



**Operational Permit: Existing Resource Extraction Facility
Borrow Pit**

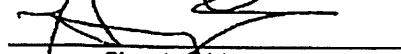
Project: McDirt Borrow Pit
Location: 5570 Belview Ave.
Development Review #: PRP140800026
Property Reference #: 38-1S-31-2100-000-038
38-1S-31-2200-000-000

Future Land Use: I
Zoning District: HC/LI {AKA RR}
Flood Zone: X


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 #REP2015 M, as amended by Site Plan Resource Extraction Development Order #PRP140800026
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 26th day of August, 2015, and the effective date is August 20, 2015. The expiration date of this permit is August 20, 2020.


County Staff Designee (Please Print)


Signature(s)

I acknowledge receipt of this permit on the 22nd day of Aug, 2015.


Property Owner(s) (Please Print)


Signature



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

January 21, 2010

Ms. Phillip V. McCoy, President
McDirt Industries, Incorporated
Pegson Metro Track
5570 Bellview Avenue
Pensacola, Florida 32526-9415

Dear Mr. McCoy:

This is to acknowledge that your notification of intent to use the authority of Rule 62-210.310 to operate your **Nonmetallic Mineral Processing Plants (Crushers)** facility was received on December 21, 2009. We have assigned ARMS No. 7775615-001 to this facility.

As you know, pursuant to Florida Statutes section 403.814, authority to operate under general permits commences thirty (30) days after receipt of the registration form unless you have been notified by this office that your facility has not shown entitlement to operate pursuant to the rule provisions.

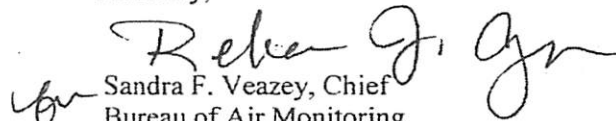
If you have or expect any administrative changes in your mailing address, location address, responsible official, or telephone number, please notify the Department at the following address:

Air General Permits Office
Bureau of Air Monitoring and Mobile Sources MS 5510
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

For your information, authority to operate pursuant to Rule 62-210.310 expires after five (5) years. Therefore, a new registration form must be received no later than five (5) years after the date your notice was received as indicated above. If your general permit rule conditions require testing, such testing must be completed within the time frame specified in the rule.

If you have any additional questions, please contact Dickson Dibble at 850/921-9586.

Sincerely,


Sandra F. Veazey, Chief
Bureau of Air Monitoring
and Mobile Sources

SFV/pg

McDirt Industries Inc.

Permit No. 7775615-002-AG

VE Test Report

Test Date: 4-16-15

Report Date: 4-117-2015

The attached VE test results show that the crusher system EU001 (NMMP Plant-reloc.crusher/conveyor-RIC diesel engine, 200 T/hr.) was in compliance with Rule 62-296.320, F.A.C. for nonmetallic mineral processing plant :

“Visible emissions from any crusher, grinding mill, screening operation, bucket elevator, transfer point on belt conveyors, bagging operation, storage bin, enclosed truck or railcar loading station, or any other affected emission point at a nonmetallic mineral processing plant shall be less than twenty percent (20%) opacity.”

The Crusher was operating at a rate of ~75 to 100 TPH, which is the maximum rate for use at this facility. The pieces of equipment with continuous water spray are identified below. The facility generally sprays down the material to be crushed prior to operations.

Vents tested:

- 1) Crusher. Highest test ready was “0” (Water Spray)
- 2) Crusher discharge into screener. Highest test ready was “0”
- 3) Screen discharge to conveyor belt. Highest test ready was “0”
- 4) Conveyor belt to pile. Highest test ready was “0” (Water Spray)

Report by

Michael G. Long, P. E.

Cornerstone Engineering Services, LLC

Pensacola, Florida

(850) 434-7727

**Florida Department of
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Air General Permit Registration Acknowledgement

June 09, 2016

Phillip Mccoy
medirt
5570 BELLVIEW AVE
PENSACOLA, Florida 32526 9415

Facility ID: 7775615
Project No: 7775615-003-AG

This is to acknowledge that your Air General Permit (AGP) equipment change registration to operate a Nonmetallic Mineral Processing Plant (Crusher) facility under the authority of Rule 62-210.310, Florida Administrative Code (F.A.C.), was received by the Department of Environmental Protection on June 09, 2016. Please save this acknowledgement letter for your records.

Pursuant to Section 403.814, Florida Statutes, the authority to operate under general permits commences thirty (30) days after receipt of the registration unless you have been informed otherwise by the Department. The effective date of this authorization is: July 10, 2016.

Please review and comply with the Nonmetallic Mineral Processing Plant (Crusher) AGP rule conditions under 62-210.310(5)(e), F.A.C. (<http://www.dep.state.fl.us/air/rules/fac/62-210.pdf>).

Additional information and compliance assistance materials for AGP facilities can be found on the Small Business Environmental Assistance Program website at:
<http://www.dep.state.fl.us/air/emission/sbeap/sbeap.htm>.

Please note that the authority to operate pursuant to Rule 62-210.310, F.A.C., expires after five (5) years. The expiration date of this authorization is: July 09, 2021. A renewal registration must be received by the Department at least thirty (30) days prior to this expiration date if the facility plans to continue operations.

If you have any additional questions, please contact the Small Business Environmental Assistance Program at (800) 722-7457 or by e-mail at FL.AGP@dep.state.fl.us.



Map Direct: McDIRT PIT

30°28'32.6526", -87°20'14.3064"

Scale 1:8,213

30°28'33.9872", -87°19'17.1316"



Sauflev fld

Map Direct

30°27'54.6011", -87°20'13.1149"

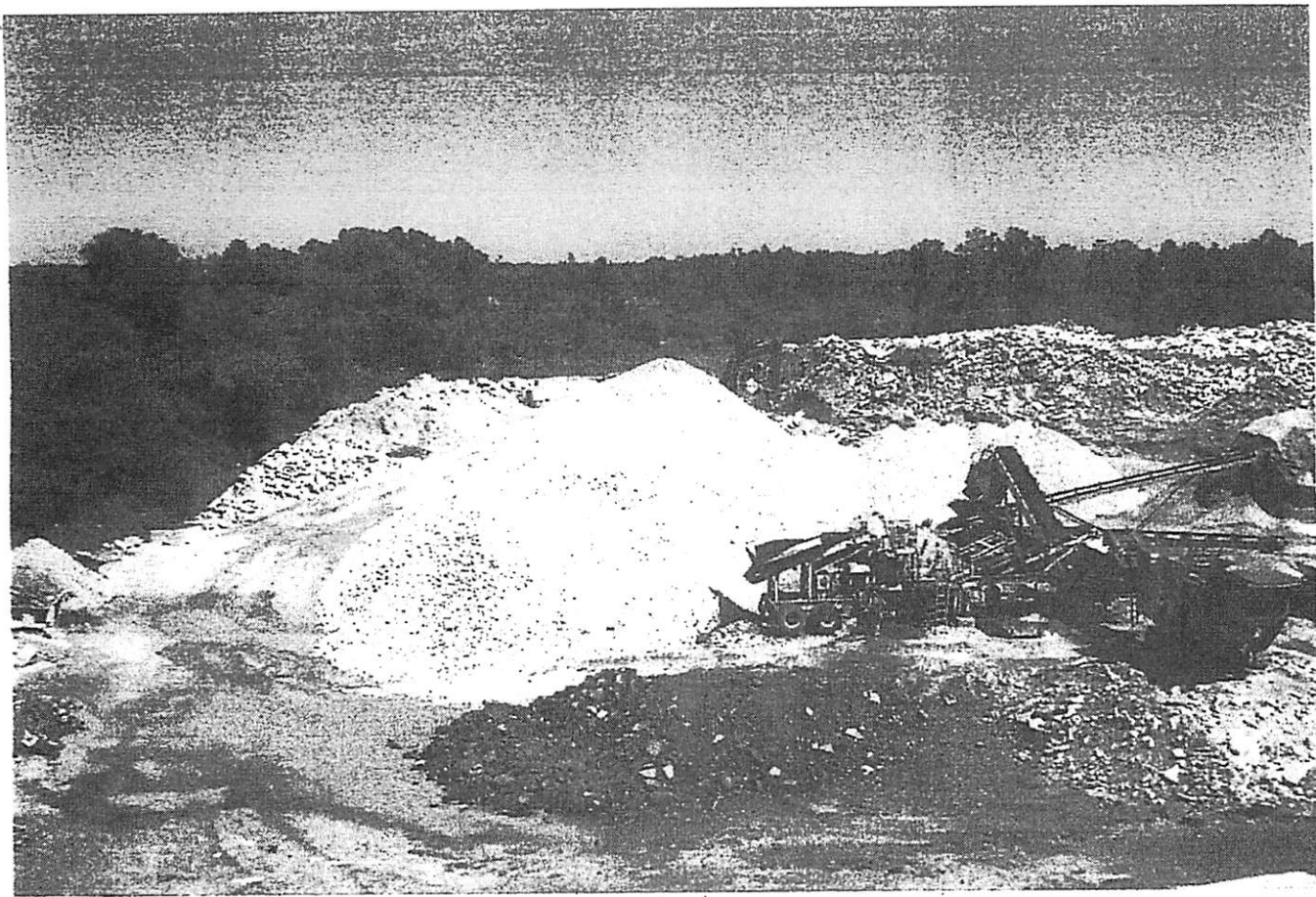
1 inch = 684 feet

30°27'55.9355", -87°19'15.9457"

Mcdirt Pit Aerial

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Thu, 14 Aug 2014 19:07:29 GMT is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.





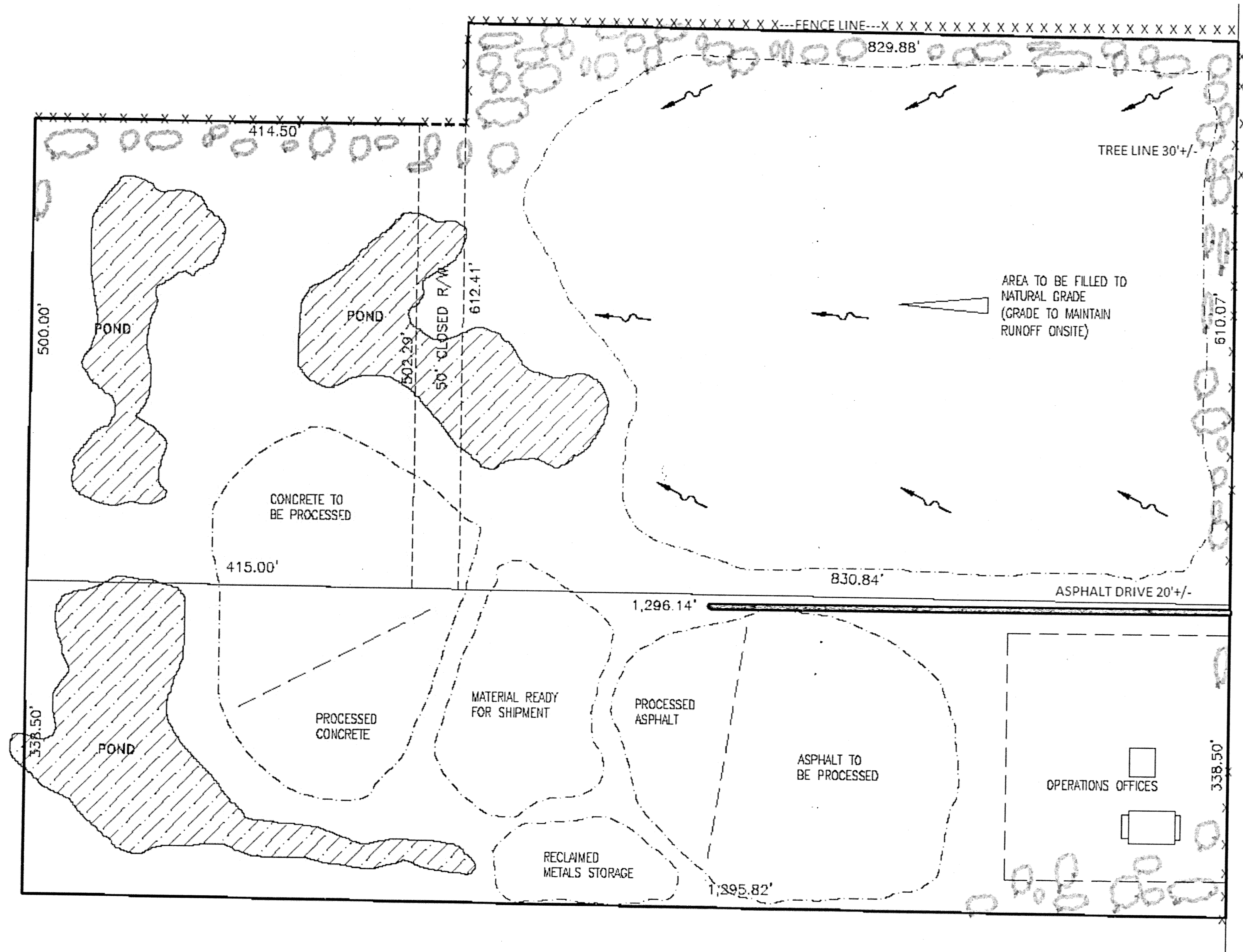
Interior View of Subject Property



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: *[Signature]* Date: *Nov 29, 2016*
 Development Services Director or Designer

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

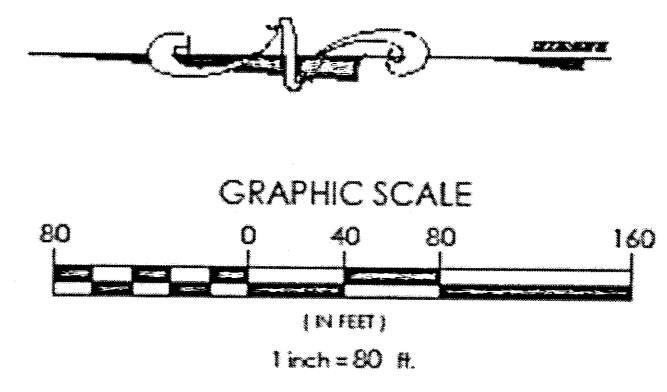


BELLVIEW AVE.

- PROJECT NOTES:**
1. THE SUBJECT PARCEL CONSISTS OF APPROXIMATELY 27 acres.
 2. THE ENTIRE PARCEL IS FENCED WITH "NO TRESPASSING" SIGNS POSTED.
 3. ALL VEHICLE ACCESS WILL BE GATED AND LOCKED WHEN NOT IN USE BY THE OWNER.

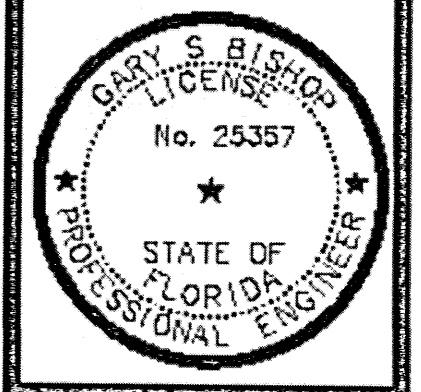
The parcel shown for development is located within the following flood zone(s) as detailed by FEMA FIRM (Flood Insurance Rate Map) information described below:

Flood zone(s)	Community number	Map number	Panel number(s)	Suffix	Map Revision Date
X	120080	12300C	0355	G	9/29/2006

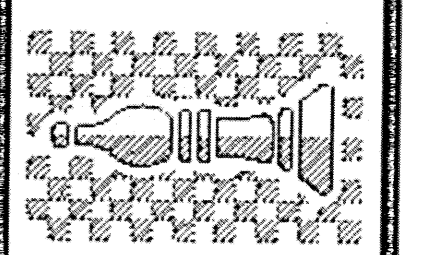


DIMENSION PLAN

NO.	DATE	REVISIONS
1		
2		
3		
4		



GARY S. BISHOP, P.E.
 CONSULTING ENGINEERING
 6010 JAMESON CIRCLE PACE, FL 32357
 PHONE: (850) 712-7618 FAX: (866) 631-9483
 E-MAIL: gsbishop@ychoo.com



McDirt Pit

DRAWN BY: GSD
 DESIGNED BY: GSB/CM
 CHECKED BY: GSB/CM
 DATE: 8/11/2015
 SCALE: 1"=80'

PROJECT NO: 1524
 SHEET NO: C1

THIS DRAWING IS THE PROPERTY OF GARY S. BISHOP, P.E. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

Staff Analysis and Review of Conditions as Prescribed by Chapter 2 of the LDC.

1/18/2017

Compliance Review. The reviewing board shall conduct the quasi-judicial public hearing to consider the requested conditional use. The applicant has the burden of presenting competent substantial evidence that establishes each of the following conditions:

- a. General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.
 - The applicant stated that there is enough natural buffers to protect adjacent parcels. Within a 2500' buffer, there are properties with zoning districts LDR, MDR, HDMU, Commercial and Public.
- b. Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, and will provide adequate capacity to serve the proposed use consistent with capacity requirements.
 - Based on the applicant's narrative, sewer service is not available to the property. He did not address any other existing utilities.
- c. On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.
 - The applicant stated that ingress to the property is from Blue Angel parkway onto Bellview Avenue. Specific access to the site is via a secured and monitored gate.
- d. Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.
 - Based on the applicant's narrative, they have taken steps to minimize unreasonable noise, dust or other potential nuisances for contiguous properties by locating the crushing equipment below grade, continuously watering stockpiled materials and roadways; the applicant also stated that a certified independent company performs visible emissions test in accordance with State guidelines.
- e. Solid waste. All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.
 - The applicant did not address solid waste containers location or condition
- f. Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.
 - The applicant stated that adjacent residential boundaries to the South and East are buffered by 30' to 70' of natural pine trees and thick underbrush parallel and inside the fence.

g. Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

- The applicant did not address signs and lighting requirements in the narrative.

h. Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

- Based on the applicant's narrative the two-parcel subject property is located on Bellview Avenue, west of Blue Angel Parkway. This interior parcel is rectangular in shape. The site has an estimate of approximately 964 feet of frontage on the north side of Bellview Avenue and an estimated depth of approximately 1,295 feet. According to the Escambia County Property Appraiser's Office, the subject contains approximately 26 acres. The primary improvements consist of a one-story office, wood-frame building on an above-grade foundation, which contains approximately 1,440 sf. The building, which has a metal roof and covered porch, was constructed in 1927 as a residence, and was renovated/converted for use as an office meeting commercial building codes. There is also an existing detached storage/shop building, asphalt paving, a concrete sidewalk, paved parking spaces, unpaved parking spaces, extensive chain-link fencing, and adequate landscaping.

i. Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

- The parcels are zoned HC/LI with a FLU of Industrial. The uses are currently listed under the Industrial and related Conditional Use category. The LD states that:

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

- Bellview is a local street

The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

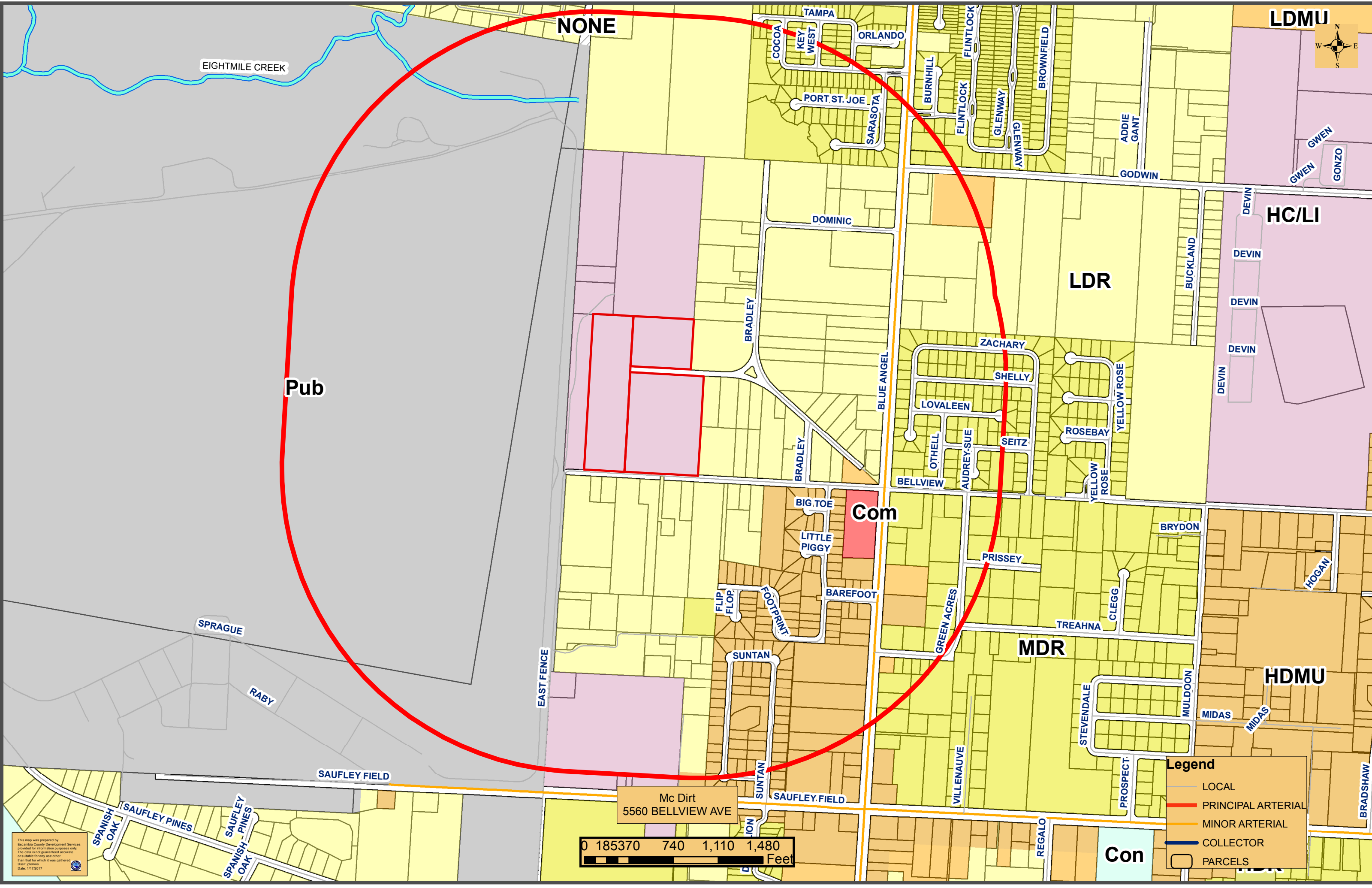
In the narrative

The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

- Applicant did not address

The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

In the narrative



NONE

LDMU

EIGHTMILE CREEK

TAMPA
COCOA
KEY WEST
ORLANDO
PORT ST. JOE
SARASOTA

BURNHILL
FLINTLOCK
GLENWAY
GLENWAY
BROWNFIELD

GWEN
GONZO

ADDIE GANT
GODWIN

DOMINIC

HC/LI

Pub

LDR

BRADLEY

DEVIN
DEVIN
DEVIN
DEVIN

BLUE ANGEL

ZACHARY
SHELLY
LOVALEEN
SEITZ
OTHELL
AUDREY-SUE
BELLVIEW

ROSEBAY
YELLOW ROSE
YELLOW ROSE

Com

BIG TOE
LITTLE PIGGY

BRYDON

SPRAGUE

FLIP FLOP
FOOTPRINT

BAREFOOT

PRISSEY

RABY

EAST FENCE

GREEN ACRES

MDR

TREAHNA

CLEGG

HDMU

SAUFLEY FIELD

Mc Dirt
5560 BELLVIEW AVE

SUNTAN

SAUFLEY FIELD

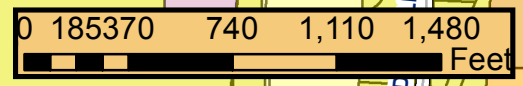
STEVENDALE

MULDOON

MIDAS

MIDAS

This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: jplemons Date: 1/17/2017

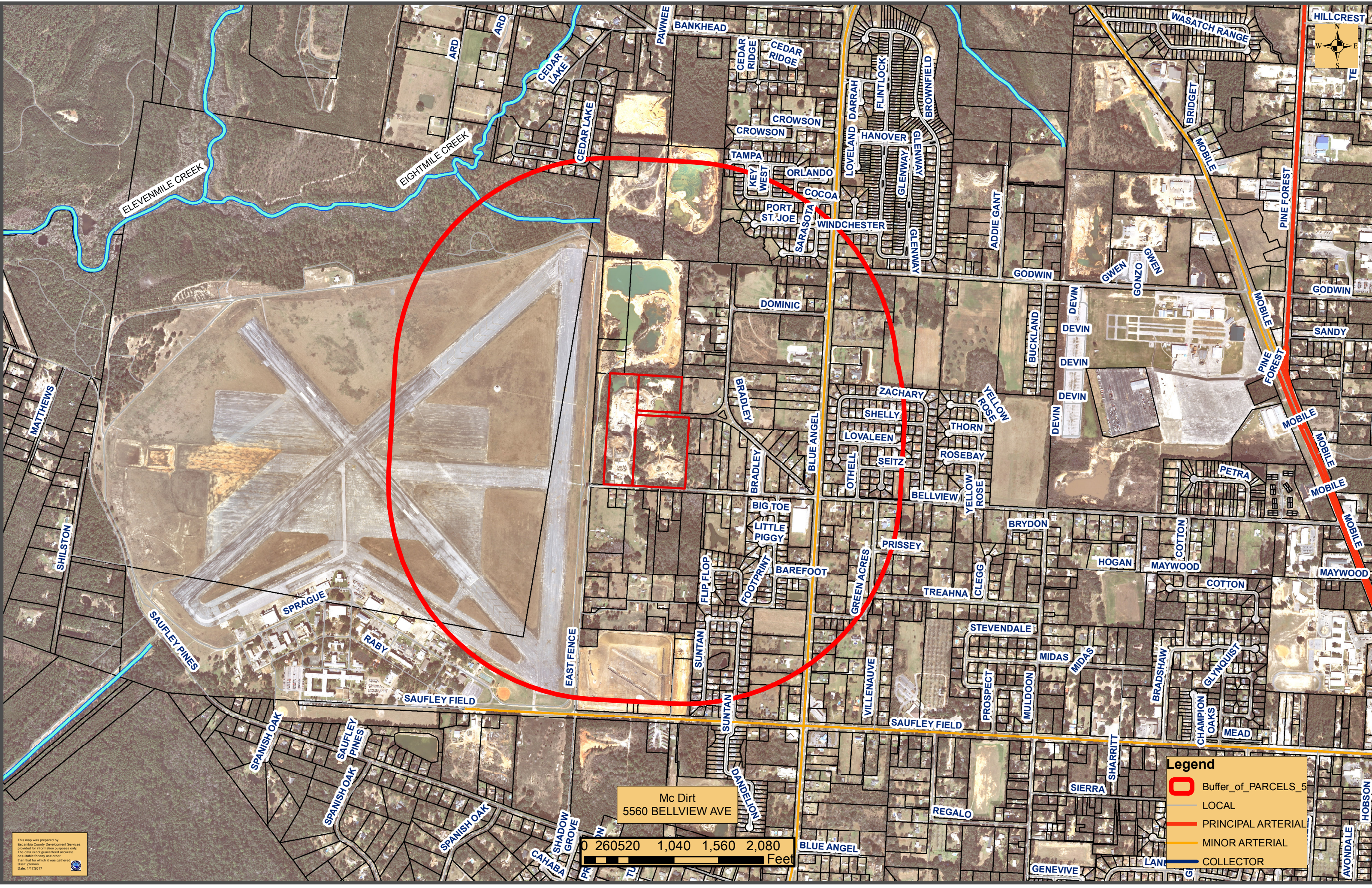


Legend

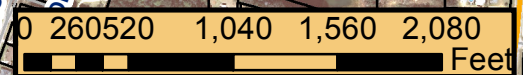
- LOCAL
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- PARCELS

Con






BRADSHAW



Mc Dirt
5560 BELLVIEW AVE



Legend

-  Buffer_of_PARCELS_5
-  LOCAL
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR

This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: jlemons Date: 1/17/2017



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11633

Growth Management Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/02/2017

Issue: Schedule of Public Hearings

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

March 2, 2017

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on February 7, 2017:

1. Case No.: Z-2016-13

Address: 6013 Hilburn Road

Property Reference No.: 29-1S-30-1504-000-000

From: HDR, High Density Residential district (18 du/acre)

To: Com. Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner

2. Case No.: Z-2016-14

Address: 6000 Block Highway 4

Property Reference No.: 08-5N-32-3201-000-000

From: Agr, Agricultural district (one du/20 acres)

To: RR, Rural Residential district (one du/four acres)

FLU Category: RC, Rural Community

Commissioner District: 5

District:

Requested by: Glen and Ouida Wiggins, Owners

3. Case No.: Z-2016-16

Address: 8594 Highway 98

Property Reference No.: 19-2S-31-3401-000-000

From: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning) and HDR, High Density Residential district (18 du/acre)

To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 1

District:

Requested by: Michael Miragliotta, Agent for R&C Clark, LLC, Owner

B. 5:46 p.m. - A Public Hearing - 2500 Foot Notification Radius Ordinance

Summary: to expand the radius of minimum notification to property owners from 500' to 2500' to ensure that citizens are informed of certain development proposals and to allow for additional public involvement in the development process

C. 5:47 p.m. - A Public Hearing - Infrastructure Maintenance Real Estate Disclosure Ordinance

Summary: establishing a requirement for an infrastructure maintenance disclosure, Applicant shall provide a disclosure form showing the entity or person responsible for maintenance of the infrastructure

D. 5:48 p.m. - A Public Hearing - Scenic Highway Overlay Ordinance

Summary: amend provisions of the Scenic Highway Overlay to expand the list of structure types that must meet the 50' minimum setback from the Scenic Highway right-of-way

E. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment 2016-03 - 11975 Beulah Road - From Industrial FLU to Mixed-Use Suburban FLU (first of two public hearings)

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11644 County Administrator's Report 9. 1.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 02/02/2017
Issue: Amendment to Agreement for Medical Supplies PD 14--15.083
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Midwest Medical Supply Company, LLC, Federal Tax Identification Number Change Amendment of Agreement - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for Medical Supplies PD 14-15.083, between Escambia County and Midwest Medical Supply Company, LLC, to reflect the federal tax identification number change.

BACKGROUND:

On January 7, 2016, the County previously entered into an agreement with Midwest Medical Supply Company, LLC, to provide medical supplies in connection with PD 14-15.083. The federal tax identification number at that time was listed incorrectly on the contract.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement was prepared by Assistant County Attorney, Kristen Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in Compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to Agreement

AMENDMENT OF AGREEMENT FOR MEDICAL SUPPLIES PD 14-15.083

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Midwest Medical Supply Company, LLC, a foreign for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 13400 Lakefront Drive, Earth City, MO 63045 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 7, 2016, the County previously entered into an Agreement for Medical Supplies (PD 14-15.083) with Contractor; 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. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Agreement is amended to reflect that the Contractor's federal tax identification number is 43-1741196.
3. Paragraph 13 of the Agreement is amended as follows:

13. 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. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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 seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

4. 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.
5. The effective date of this Amendment shall be on the date last executed by the parties.
6. 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 Amendment to the Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

Date: _____

By: _____

Deputy Clerk

BCC Approved: _____

(SEAL)

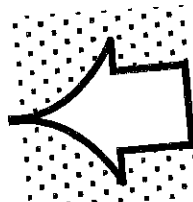
**CONTRACTOR: MIDWEST MEDICAL SUPPLY
COMPANY, LLC**

By: _____
Gary Reeve, President

Witness

Witness

Date: _____



Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 1/11/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11643

County Administrator's Report 9.2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/02/2017

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

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 II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Property Disposition Forms

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330801

Tamika Williams DATE: 1/5/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	63125	2010 Chevy Colorado	1GCKTBD99A8127451	Chevy	2010	Good
Y	63126	2010 Chevy Colorado	1GCKTBD98A8127683	Chevy	2010	Good

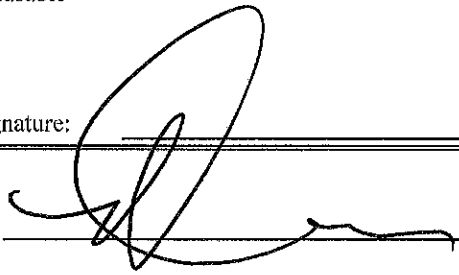
Disposal Comments: These vehicles were leased to Water Safety at no cost with the expectation that the vehicles would be returned in exchange for 2 new vehicles at no additional cost. These vehicles were replaced with PN 62777/ 62778

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: 1/5/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

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

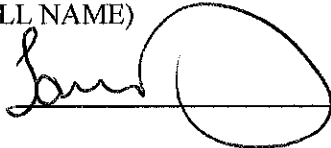
 Clerk & Comptroller's Finance Signature of Receipt Date

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330801

Tamika Williams DATE: 1/5/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

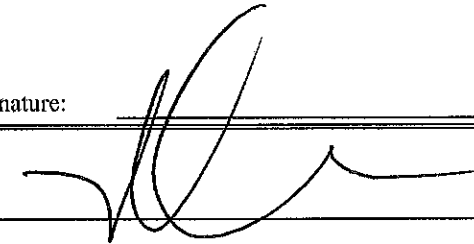
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	T63154	AED	30164755	LifePak	2002	Poor
Y	T63155	AED	30366911	LifePak	2002	Poor
Y	T63156	AED	92530-0000207	Cardiac Science	unknown	Poor
Y	T63157	AED	92530-0000222	Cardiac Science	unknown	Poor

Disposal Comments: The AED's are of no useful value to the County. They are in poor condition and would be too costly to repair.

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: 1/5/17

FROM: Escambia County Department Director (Signature): _____
 Director (Print Name): Michael D. Weaver

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11615

County Administrator's Report 9.3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/02/2017

Issue: Request for Disposition of Property

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

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 two Request for Disposition of Property Forms for the Public Works Department, listing 11 items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:

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 Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property forms

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 1/9/17
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	40386	BUSH HOG 6'	01572	TK72	1993	FAIR
N	41060	TRACTOR	BDA2059	6640	1994	FAIR
N	41062	TRACTOR	BDA2062	6640	1994	FAIR
N	47008	TRACTOR	360620M	6610	1998	FAIR
N	48179	TRACTOR WHEEL	JJE1011641	C-90	1999	FAIR
N	51128	PROLINE TORO MOWER		30257	2002	FAIR


Disposal Comments: To be auctioned

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: 1/9/17
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Terry Gray, Fleet Division Manager

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 _____

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

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 1/9/17
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51129	PROLINE TORO MOWER		30257	2002	FAIR
N	51131	PROLINE TORO MOWER		30257	2002	FAIR
N	57859	SCAG MOWER	E2000067	8475C	2008	FAIR
N	57860	SCAG MOWER	E2000114	8475C	2008	FAIR
N	57883	SCAG MOWER	E2000113	8475C	2008	FAIR
N						FAIR

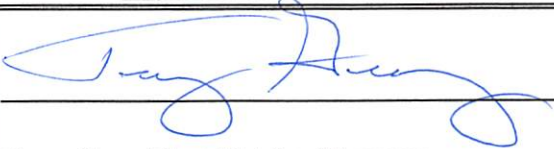
Disposal Comments: To be auctioned

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: 1/9/17
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Terry Gray, Fleet Division Manager

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 _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11653

County Administrator's Report 9. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/02/2017

Issue: Escambia Marine Advisory Committee Appointment

From: Lumon May, District 3 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - Commissioner Lumon J. May, District 3

That the Board confirm Commissioner Lumon J. May's appointment of Joseph M. Denmon to the Escambia Marine Advisory Committee, to replace Lynn L. Laird who does not wish to be reappointed, effective February 2, 2017, to run concurrently with Commissioner May's term of office (November 2020) or at his discretion.

BACKGROUND:

The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources.

At the Special Installation and Organization Meeting held on November 22, 2016, Mr. Lynn L. Laird was reappointed to the Escambia Marine Advisory Committee to serve as one of Commissioner May's appointees. Mr. Laird indicated in a letter dated December 16, 2016, that he does not wish to be reappointed.

Mr. Joseph M. Denmon's Resume is provided for the Board's review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Joseph M. Denmon

Joseph M. Denmon

Born and raised in Pensacola, Florida

Education and Work Experience

- **DOB-Pensacola, Florida 12/30/50**
- **Graduated from Escambia High School 1968**
- **Entered Air Force-Combat Engineer –Served with General Chappie James**
- **Retired with the rank of Chief Master Sargeant**
- **Returned home to Pensacola, Florida 1991**
- **1992-Present time-Began Work at Escambia Westgate School as Behavioral Tech**

Community Involvement-Leadership:

Director of Lacey A. Collier Sensory Snoezelen Complex

Serves on the Foundation of the Lacy A. Collier Sensory Complex

Served on Board of Pensacola Little Theater

One of the founding members of Citizens Diplomacy Council

Served on the Board of Veterans Memorial Park-Wall South

Served on the Greater Escambia Community Foundation

Recognition and Awards:

**WEAR “Angels in our Midst”
CIL Disability Resource Center ADA Ambassador
for People with Disabilities
Fiesta of Five Flags Chappie James Award
Outstanding Support Personnel Escambia County
School Board**

Hobbies:

**Fishing
Scuba Diving
Boating and Water Sports**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11626

County Administrator's Report 9. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Supplemental Budget Amendment #051 - 2017 SHIP Program Housing Counseling Funding

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #051 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, State Housing Initiatives Partnership Program (SHIP) Fund (120), in the amount of \$44,018, to recognize the 2017 SHIP Program Housing Counseling funding, provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds to support SHIP-eligible housing counseling activities in Escambia County and the City of Pensacola.

BACKGROUND:

On November 18, 2016, FHFC advised local governments of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be utilized for housing counseling services. On December 8, 2016, the BCC approved for staff to submit a request for these funds from FHFC. Funding will be utilized to contract with a HUD approved counseling agency per the SHIP guidelines.

BUDGETARY IMPACT:

This amendment will increase Fund 120 by \$44,018.

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

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11630

County Administrator's Report 9. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Amendment #1 Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve Amendment #1 to the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., to correct a scrivener's error in the Agreement; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents to complete the project.

[Funding: Fund 110, Emergency Solutions Grant, Cost Center 370293]

BACKGROUND:

On October 6, 2016, the Board approved the Emergency Solutions Grant (ESG) Program Agreement with Loaves and Fishes Soup Kitchen, Inc. approving use of \$88,801 for Fiscal Year 2016-17. On page two of the Agreement, a scrivener's error was discovered that had the incorrect dollar amount of the contract written out. This Amendment (Exhibit I) corrects the Agreement to correspond with the award amount allocated to Loaves and Fishes as directed through the HUD Annual Plan process, which was approved by the Board on August 4, 2016 (Exhibit II).

BUDGETARY IMPACT:

The \$88,801 in 2016 ESG funding has been incorporated in the County's FY 2016 budget in Fund 110, Cost Center 370293.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact related to County personnel associated with this Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendments to Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with Loaves and Fishes. NED will monitor the Agreement and Amendment and required reports as required by HUD.

Attachments

Ex I-ESG LF Amendment 1

Ex II-ESG HUD Annual Plan Approval

**EMERGENCY SOLUTIONS GRANT AGREEMENT
Amendment #1
(Loaves and Fishes Soup Kitchen, Inc.)**

THIS AMENDMENT #1 to the EMERGENCY SOLUTIONS GRANT AGREEMENT, is entered into on this 2nd day of February, 2017, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH:

WHEREAS, on October 6, 2016, the County previously entered into an Emergency Solutions Grant Agreement with Loaves and Fishes; and

WHEREAS, the County and Loaves and Fishes now wish to amend the Agreement to correct a scrivener's error in the funding amount provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the Parties hereby agree to amend the Emergency Solutions Grant Agreement dated October 6 2016, as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. ARTICLE II, Section 2 is hereby amended to read as follows:

2. The County agrees to provide a maximum of **Eighty-Eight Thousand Eight Hundred One Dollars and No Cents** ~~**Eighty-Eight Thousand Four Hundred Twenty Seven Dollars and No Cents (\$88,801.00)**~~ in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

SECTION 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. This Amendment shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 5. The 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, a political subdivision of the State of Florida, by and through its **BOARD OF COUNTY COMMISSIONERS**

BY: _____
D.B. Underhill, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: February 2, 2017

By: _____
Deputy Clerk

(S E A L)

LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation organized under the laws of the State of Florida

WITNESSED:

By: _____
Rick Humphreys, Executive Director

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 2/2/17

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who [] is/are personally known to me or [] produced current Florida driver's license or _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-30. Approval of Various Consent Agenda Items – Continued

13. Dropping the recommendation that the Board take the following action concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation (Funding: Fund 120/2016 SHIP, Cost Center 370202):
 - A. Approve the SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and
 - B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Project-related documents as required to implement the Project.
14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY
2016-2017 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

<u>EMERGENCY SHELTER/OPERATIONS</u>	\$ 88,801
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
<u>RAPID RE-HOUSING & HOMELESS PREVENTION</u>	\$ 33,101
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.	
<u>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</u>	\$ 15,000
Costs related to the administration of the HMIS database by the EscaRosa Coaliton on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.	
<u>ADMINISTRATION</u>	\$ 11,100
Administrative Cost (7.5%): \$3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7437 to Escambia County Indirect Cost.	
TOTAL 2016 ESG FUNDS PROJECTED	\$148,002 =====



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11566

County Administrator's Report 9.3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Conveyance of a Utility Easement to Emerald Coast Utilities Authority (ECUA)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for River Gardens Third Addition Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the conveyance of a utility easement to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement in order for ECUA to provide sanitary sewer service for a nearby development; and

B. Authorize the Chairman to sign the necessary documents granting the Utility Easement to ECUA.

[Funding Source: ECUA will be responsible for the recording of all ECUA documents]

BACKGROUND:

The County owns a parcel located within River Gardens Third Addition Subdivision, identified as parcel reference number 02-1S-30-0170-130-004. The parcel was dedicated to the County per the recorded plat, Plat Book 17 at Page 55/55A, as Parcel "A" and is 2.0139 acres.

The owner of the property north of the County parcel has submitted plans for development. To facilitate the project, ECUA can feasibly provide sanitary sewer service by obtaining a utility easement across the County owned parcel. The parcel is being utilized as a retention pond, but has upland area available for an easement. To help facilitate this future development with sanitary sewer, ECUA is requesting an easement (approximately 0.10 acres).

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by ECUA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Utility Easement was 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 and execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements for this easement.

Attachments

Easement

Aerial Map - ECUA

UTILITY EASEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a governmental body, corporate and politic, of the State of Florida, (whose address is 9255 Sturdevant Street, Pensacola, Florida 32514) hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor as owner of that certain real property located in the County of Escambia, Florida (the Property) hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area that may interfere with the Grantee's use of the easement area.

The Grantor its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the line or lines and facilities. Easily removable improvements, such as paving, may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or replacement of any improvements which were constructed or erected thereon that may be required as a result of the Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes, (2016) Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 20__.

GRANTOR:

Board of County Commissioners
Escambia County, Florida


D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document was prepared by:
Larry Goodwin, Right-of-Way Agent
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514-0311

This document approved as to form
and legal sufficiency.

By 
Title Asst. County Attorney
Date January 19, 2017

PROJECT NO. 7169
DATE: 12/13/16

Exhibit "A"

DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

20 FOOT UTILITY EASEMENT:

COMMENCING AT A 5/8" PLAIN IRON ROD, MARKING THE MOST SOUTHERLY CORNER OF LOT 5, HILLSIDE, AS RECORDED IN PLAT BOOK 1, AT PAGE 43, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 53 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 5, FOR A DISTANCE OF 45.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 5, FOR A DISTANCE OF 21.07 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE OF LOT 5, GO SOUTH 55 DEGREES 13 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 200.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF BIRDWHISTLE BOULEVARD (66 FOOT RIGHT-OF-WAY); THENCE GO SOUTH 33 DEGREES 44 MINUTES 48 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BIRDWHISTLE BOULEVARD, FOR A DISTANCE OF 9.87 FEET; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID BIRDWHISTLE BOULEVARD, GO SOUTH 56 DEGREES 15 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 17.61 FEET; THENCE GO NORTH 55 DEGREES 13 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 209.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 0.10 ACRES.

NOTE:

1.) THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A BOUNDARY SURVEY.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 12/13/16

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

SHEET 1 OF 2

DESCRIPTION & DESCRIPTION DRAWING



MERRILL PARKER SHAW, INC.

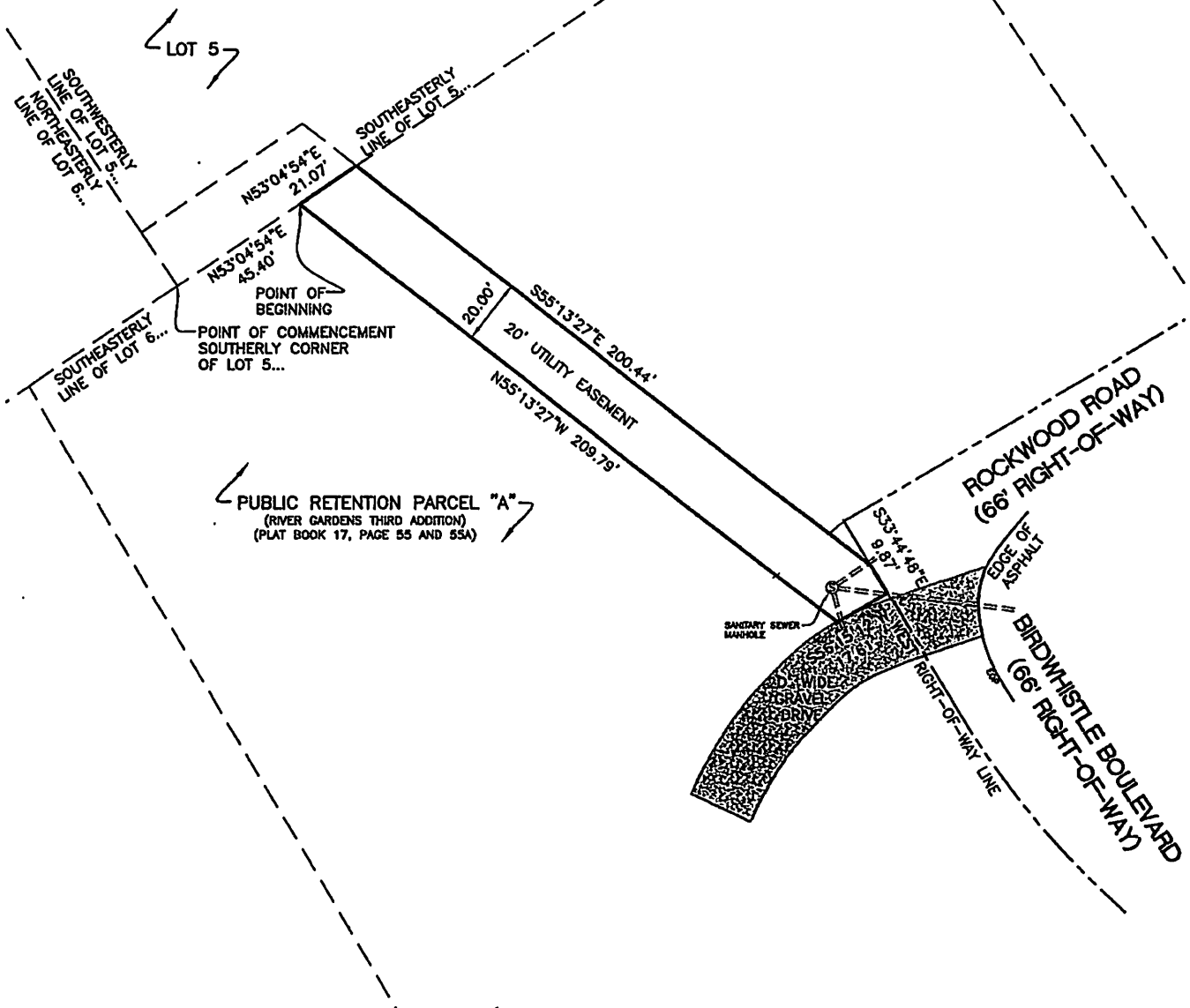
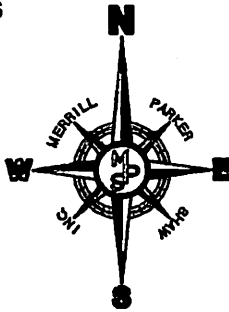
4928 N. DAVIS HWY _____ PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174



NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA PROFESSIONAL
LAND SURVEYOR

PROJECT NO. 7169
DATE: 12/13/16

SCALE: 1" = 50'



SHEET 2 OF 2

DESCRIPTION & DESCRIPTION DRAWING



MERRILL PARKER SHAW, INC.

4928 N. DAVIS HWY _____ PH. (850) 478-4923
PENSACOLA, FL 32503 FAX. (850) 478-4924
FLORIDA CORPORATION NUMBER 7174




NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA PROFESSIONAL
LAND SURVEYOR

ECUA Request for 20' Wide Utility Easement across County Parcel



 Escambia County Property

 Proposed 20' Wide Utility Easement (approx. 4,356 square feet or 0.10 acres)

 Developers Property (Little Madness Brewery)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11576

County Administrator's Report 9. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Reallocation of Capital Improvement Program Funds

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$1,690,000 as follows:

FROM:

Description	District	Amount	Description
Rebel Road	1	\$760,000	It is anticipated that construction for the Rebel Road Project will cost approximately \$1M. This project began with drainage complaints of roadway flooding on Rebel Road. It is anticipated that positive drainage can be achieved through a ditch/piping system to the existing ditch located along Frank Reeder Road. Design is estimated to be completed January 2017; Anticipate the Solicitation Process to be from February - April 2017 Pending Property Acquisition; Estimated Construction May - September 2017; 90% Plans Under Review. Balance in Project is \$1.77M. Transfer \$760K to other priority projects.
Crescent Lake	1	\$930,000	Available funds \$4M, The Crescent Lake/Blue Springs area suffered catastrophic damage during the April 2014 Storm Event. Multiple projects eligible for FEMA reimbursement have been completed or are under construction. Blue Springs at Clearwater (FEMA) - \$1.1M still remains to be built. Grant match funds totaling \$1,088,743 will remain available in the Crescent Lake Project.

TO:

Description	District	Amount	Description of Project
Beulah Road	1	\$200,000	During heavy rain events storm water runoff from Beulah Road drains from the surrounding neighborhood to a headwall on the east side of the road. This water flows into an existing ditch alongside a private pond then to an existing holding pond on the northeast side of the property. Over time the stormwater runoff has overwhelmed the ditch, caused erosion problems and flooding. In order to resolve the flooding and reduce future erosion to the drainage ditch, it is proposed to armor the ditch utilizing a flex-a-mat system. The County will obtain a permanent maintenance easement to access and maintain the ditch. A 654 linear feet gravel maintenance road will be installed from Beulah Road to the northeast end of the owner's property to access and maintain the ditch. A gate will be installed off Beulah Road and at the northeast limits of the maintenance easement to permit access.
Muldoon-Cerny-Velma-Fresno Area Drainage	1	\$500,000	Velma Pond expansion property acquisition on Hayward has been initiated by appraisal to serve the Muldoon Area drainage project. The Hayward property is located next to an existing County pond (Velma Pond 92) that needs to be expanded to improve capacity and positive outfall issues. The Bayou Marcus Master Drainage Plan outlined a drainage concept for this area. However, the pond site combined with the existing Velma Pond would provide for a more cost effective drainage system, than the one identified and proposed in the Master Plan by considerably reducing the outfall pipe size. This

			funding is for property acquisition, design and construction.
Dallas Avenue	1	\$310,000	The Dallas Avenue Drainage Improvement project includes the following components between Bellview Avenue and Seattle Avenue: Constructing 1136 feet of 24-inch reinforced concrete drainage pipe and 200 feet of 14 inch by 23 inch elliptical drainage pipe; installing five inlets along Dallas Avenue; constructing a berm on the west side of Dallas Avenue with raised driveway sections and curb to keep drainage within the right of way; construction of 1161 feet of new sidewalks on the west side of Dallas Avenue; and a swale with dipped driveways on the east side of Dallas Avenue. Stormwater flow currently builds up on Dallas Avenue, and the flow is diverted onto private homeowner's property.
Merlin Road Drainage	1	\$480,000	The current project at Merlin Road involves the upsizing of roadside culverts and the creation of a storm water outlet into the bay. Merlin Road was previously planned to be repaved after the completion of the storm water project. Transportation funds are being provided for sidewalks along Merlin Road for a safe paths to school project. The proposed new design project will tie all three projects together. Construction is scheduled to begin May 2017; completed in July 2017.
South Gulf Manor	1	\$200,000	This funding will be for property acquisition and design. The existing pond for South Gulf Manor Phase 1 Subdivision has failed to accommodate drainage on numerous occasions resulting in yard, street, and home flooding. In April 2014, the pond resulted in flooding of 11 homes on the southeast side of the subdivision on

		<p>Silversides Loop and Cavalla Loop. Acquisition is needed to expand the pond to accommodate the appropriate volume and satisfy County standards for maintenance capability.</p>
--	--	---

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

BACKGROUND:

Escambia County Public Works staff requests the Board's approval to transfer \$1,690,000 from the various projects to the projects described below:

FROM:

Description	District	Amount	Description
Rebel Road	1	\$760,000	It is anticipated construction for the Rebel Road Project will cost approximately \$1M. This project began with drainage complaints of roadway flooding on Rebel Road. It is anticipated that positive drainage can be achieved through a ditch/piping system to the existing ditch located along Frank Reeder Road. Design is estimated to be Completed January 2017; Anticipate the Solicitation Process to be from February - April 2017 Pending Property Acquisition; Estimated Construction May - September 2017; 90% Plans Under Review. Balance in Project is \$1.77M. Transfer \$760K to other priority projects.
Crescent Lake	1	\$930,000	Available funds \$4M, The Crescent Lake / Blue Springs area suffered catastrophic damage during the April 2014 Storm Event. Multiple projects eligible for FEMA reimbursement have been completed or are under construction. Blue Springs at Clearwater (FEMA) - \$1.1M still remains to be built. Grant match funds totaling \$1,088,743 will remain available in the Crescent Lake Project.

TO:

Description	District	Amount	Description of Project
Beulah Road	1	\$200,000	During heavy rain events storm water runoff from Beulah Road drains from the surrounding neighborhood to a headwall on the east side of the road. This water flows into an existing ditch alongside

			<p>a private pond then to an existing holding pond on the north east side of the property. Over time the stormwater runoff has overwhelmed the ditch, caused erosion problems and flooding. In order to resolve the flooding and reduce future erosion to the drainage ditch, it is proposed to armour the ditch utilizing a flex-a-mat system. The County will obtain a permanent maintenance easement to access and maintain the ditch. A 654 lf gravel maintenance road will be installed from Beulah Road to the northeast end of the owner's property to access and maintain the ditch. A gate will be installed off Beulah Road and at the northeast limits of the maintenance easement to permit access.</p>
Muldoon-Cerny-Velma-Fresno Area Drainage	1	\$500,000	<p>Velma Pond expansion property acquisition on Hayward has been initiated by appraisal to serve the Muldoon Area drainage project. The Hayward property is located next to an existing County pond (Velma Pond 92) that needs to be expanded to improve capacity and positive outfall issues. The Bayou Marcus Master Drainage Plan outlined a drainage concept for this area. However, the pond site combined with the existing Velma Pond would provide for a more cost effective drainage system, than the one identified and proposed in the Master Plan by considerably reducing the outfall pipe size. This funding is for property acquisition, design and construction.</p>
Dallas Avenue	1	\$310,000	<p>The Dallas Avenue Drainage Improvement project includes the following components between Bellview Avenue and Seattle Avenue. Constructing 1136 feet of 24 inch reinforced concrete drainage pipe and 200 feet of 14 inch by 23</p>

			<p>inch elliptical drainage pipe; installing five inlets along Dallas Avenue; constructing a berm on the west side of Dallas Avenue with raised driveway sections and curb to keep drainage within the right of way; construction of 1161 feet of new sidewalks on the west side of Dallas Avenue; and a swale with dipped driveways on the east side of Dallas Avenue. Stormwater flow currently builds up on Dallas Avenue and at locations flow is diverted onto private homeowner's property.</p>
Merlin Road Drainage	1	\$480,000	<p>The current project at Merlin Road involves the upsizing of roadside culverts and the creation of a storm water outlet into the bay. Merlin Road was previously planned to be repaved after the completion of the storm water project. Transportation funds are being provided for sidewalks along Merlin Road for a safe paths to school project. The proposed new design project will tie all three projects together. Construction scheduled to begin May 2017; completed in July 2017.</p>
South Gulf Manor	1	\$200,000	<p>This funding will be for property acquisition and design. The existing pond for South Gulf Manor Phase 1 subdivision has failed to accommodate drainage on numerous occasions resulting in yard, street, and home flooding. In April 2014, the pond resulted in flooding of 11 homes on the South East side the subdivision on Silversides Loop and Cavalla Loop. Acquisition is needed to expand the pond to accommodate the appropriate volume and satisfy County standards for maintenance capability.</p>

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11455

County Administrator's Report 9. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Accept a Drainage Easement for the Crary Road Dirt Road Paving Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement for the Crary Road Dirt Road Paving Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement for the Crary Road Dirt Road Paving Project:

A. Accept the donation of a 20 foot by approximately 69 foot drainage easement located at the northwest intersection of Crary Road and Thompson Road, from Crary Dairy, Inc., for the Crary Road Dirt Road Paving Project;

B. Authorize the payment of documentary stamps because the property is 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 the Chairman or Vice Chairman to accept the Easement, as of the day of delivery of the Easement 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 document are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

This project consists of paving, drainage, and stormwater improvements to Crary Road, which is an existing dirt road, located in the north end of the County connecting US Highway 4 with US Highway 29. Paving Crary Road will consist of slight modifications to the existing alignment. The paving limits will extend from US Highway 29 to Byrneville Road. Drainage and stormwater improvements will include concrete paved swales and installation of a new water main. Due to the natural topography of the property to the west of Crary Road, the easement is necessary to help stabilize and reinforce the area to help alleviate potential damages to the new roadway and drainage infrastructure. Other work associated with the dirt road paving will include maintenance of traffic, stormwater pollution prevention, sodding, shoulder work, and pavement striping. It should be noted that this parcel does have several mortgages, a federal tax lien, an Oil Gas and Mineral Lease, and a number of easements. The easement needed by the County may be affected if these were ever foreclosed upon.

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 easement has been approved as to form and legal sufficiency by the County Attorney's office.

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

Drainage Easement - Crary Dairy, Inc

Aerial Map - Crary Dairy

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Crary Road Dirt Road Paving and Drainage Improvements
A Portion of 23-5N-31-1201-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 18 day of November, 2016, by and between Crary Dairy, Inc., an administratively dissolved corporation organized under the laws of the State of Florida, whose mailing address is 5131 Crary Road, Century, Florida 32535 (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 23, Township 5, Range 31 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:

Witness Bernie W Manning
Print Name Bernie W Manning

GRANTOR:

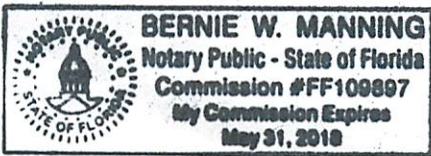
Crary Dairy, Inc.

Witness Kelsey Armstrong
Print Name Kelsey Armstrong

By: Margaret C Godwin / Pres.
Margaret C. Godwin, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of November, 2016, by Margaret C. Godwin, as President of Crary Dairy, Inc., an administratively dissolved Florida corporation, on behalf of the corporation. She is personally known to me, or produced current _____ as identification.



(Notary Seal)

Bernie W Manning
Signature of Notary Public
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

ATTEST: Pam Childers
Clerk of the Court

Douglas B. Underhill, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Nov. 29, 2016

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description

20 Foot Wide Drainage Easement

Prepared at the request of the Escambia County Engineering Department

November 08, 2016

A 20 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 23, Township 5 North, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of the parcel of land described and recorded in O.R. Book 4536, Pages 599- 601 (Parcel No. 3) in the public records of Escambia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 23, also being the Northwest corner of Section 24, Township 5 North, Range 31 West (Florida Department of Environmental Protection Certified Corner Record Doc. # 088998); thence S02°08'00"W coincident with the East line of said Section 23 and West line of said Section 24 for a distance of 1943.85 feet to the intersection with the North line of Section 37, Township 5 North, Range 31 West, said intersection is also the Southwest corner of said Section 24 (Florida Department of Environmental Protection Certified Corner Record Doc. # 088999); thence N81°36'22"W coincident with said North line of Section 37 for a distance of 2077.61 feet to the intersection with the East line of the parcel of land described and recorded in said O.R. Book 4536, Page 601 (Parcel No. 3), said intersection is also the Northwest corner of said Section 37; thence S10°00'59"W coincident with said East line of the parcel of land described and recorded in O.R. Book 4536, Page 601 (Parcel No. 3), and the West line of said Section 37 for a distance of 754.18 feet; thence N80°00'52"W for a distance 40.04 feet to the Westerly Right of Way line at the intersection of Thompson and Cray Roads as described and recorded in O.R. Book 4943, Pages 643 - 649 in the public records of Escambia County, Florida, and the Point of Beginning of the drainage easement described hereon; thence S52°48'58"W coincident with said Westerly Right of Way line for a distance of 21.22 feet; thence N17°41'58"W for a distance of 68.87 feet; thence N72°18'02"E for a distance of 20.00 feet; thence S17°41'58"E for a distance of 61.80 feet to the Point of Beginning.



Said easement contains 0.03 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

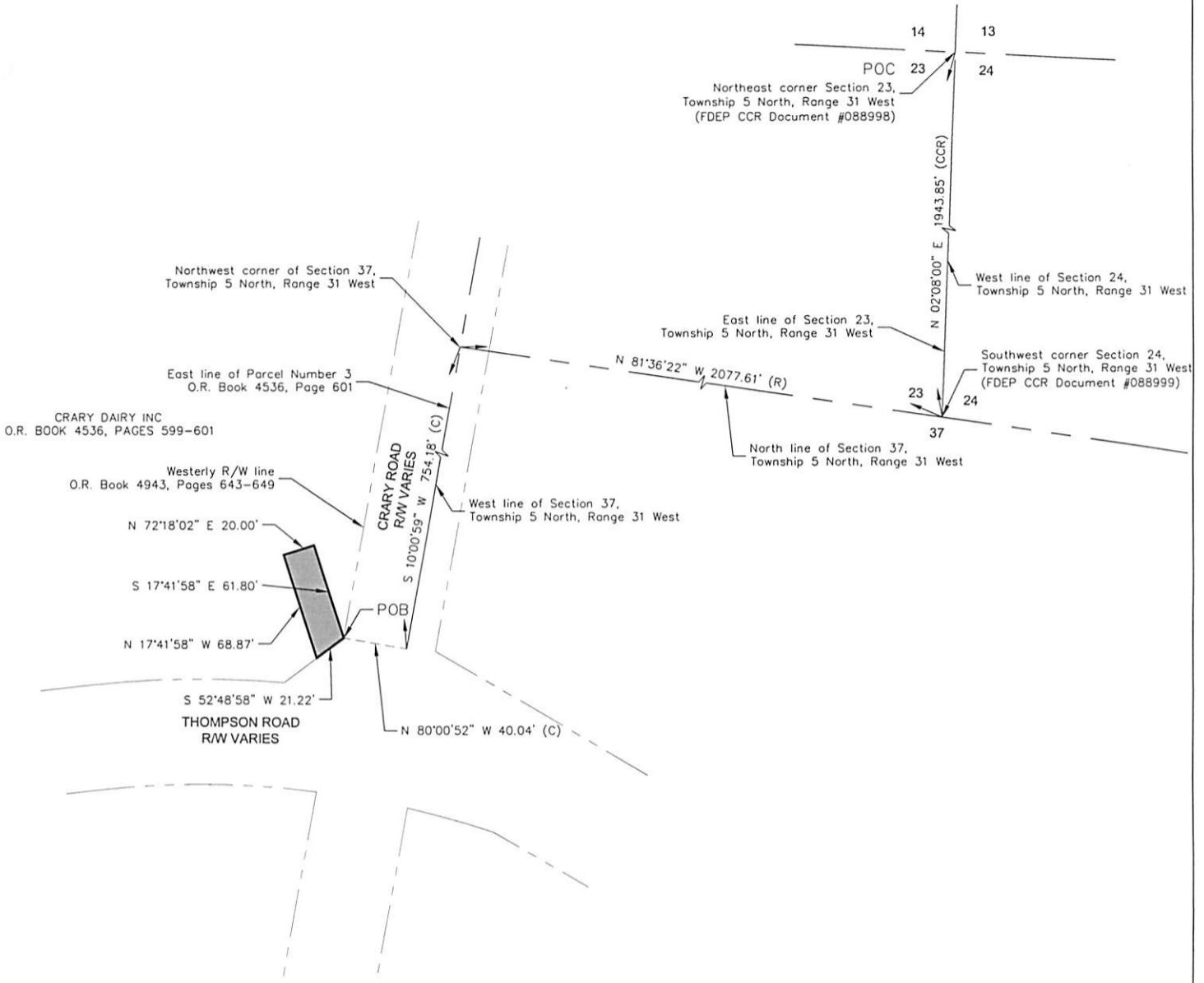
Surveyor's Notes:

- 1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
- 2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
- 3) Basis of Bearings Reference: Grid north and the grid bearings shown hereon are based on the following:
 - a. The East line of Section 23, Township 5 North, Range 31 West, which is also the West line of Section 24, Township 5 North, Range 31 West
 - i. As computed from the Florida Department of Environmental Protection Certified Corner Records Doc. # 088998 and #088999
 - b. Projection Zone: Florida North (State Plane)
 - c. Projection Type: Lambert Conformal Conic
 - d. Datum: North American Datum of 1983 with a datum tag of 1990 (NAD83 1990)).
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch and description shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) This sketch and description does not reflect, determine, or guarantee ownership.
- 7) Internal improvements were not located, if any.
- 8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 9) No attempt was made to locate written or unwritten easements or right of ways.
- 10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
- 11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 12) The sketch and description are not full and complete without the other.
- 13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 14) Documents used in the preparation of this survey: Deeds for the parcels of land described and recorded in O.R. Book 4536, Page 601, and O.R. Book 4943, Pages 643 - 649 in the public records of Escambia County, Florida; Escambia County Property Appraiser Maps; Florida Department of Natural Resources Certified Corner Record documents; and General Land Office (GLO) Plat for Township 5 North, Range 31 West, Tallahassee Meridian.
- 15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160120	ENGINEERING DEPARTMENT		
Survey Date:	Drawing No. L-5080	ESCAMBIA COUNTY, FLORIDA		
Drawing Date: 00/00/2016	Field Book: Page:	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505		
Section, Township, Range:	23, T-5-N, R-31-W			
Type of Survey: Description & Sketch	Sheet No. 1 of 2			
Revisions:	Date:	Date: 11/10/2016		
		Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida		
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.				

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



Surveyor Notes:

- 1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.
- 4) The official record of this description and sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGEND:

- ORB - OFFICIAL RECORD BOOK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- FDEP - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- CCR - CERTIFIED CORNER RECORD DOCUMENT
- (C) - CALCULATED
- (R) - RECORD (O.R. BOOK 4536, PAGE PAGE 601)

- NOT TO SCALE
- R/W LINE
- SECTION LINE
- SUBJECT EASEMENT



LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

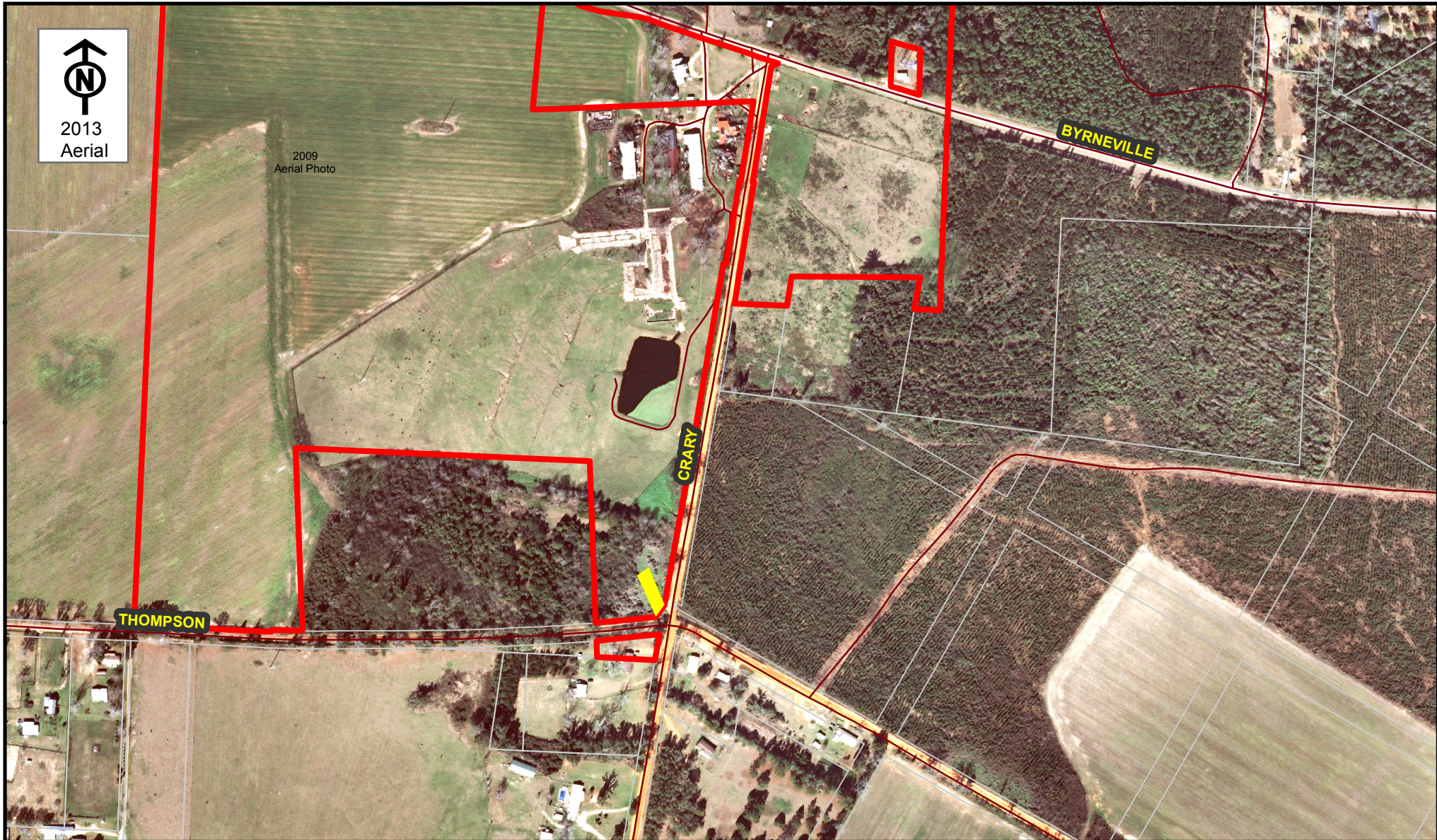
Drawn By: MK	Project No.: 20160120
Survey Date:	Drawing No. L-5080
Drawing Date: 11/10/2016	Field Book: Page:
Section, Township, Range: 23, T-5-N, R-31-W	
Type of Survey: Description and Sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.



Crary Road Dirt Road Paving Project



ESCAMBIA COUNTY
ENGINEERING DIVISION
KPJ 11/30/16 DISTRICT 5



Crary Dairy, Inc. Property 23-5N-31-1201-000-000



Drainage Easement Area



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11634

County Administrator's Report 9. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/02/2017

Issue: Investment Banking Services for Escambia County

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Investment Banking Services for Escambia County - Claudia Simmons, Manager, Office of Purchasing

That the Board accept the recommendation of the Proposal Review and Selection Committee for PD 16-17.012, Investment Banking Services for Escambia County and approve the selection of the following firms for the bond issuance for the Jail Replacement Project. The bond issue will be coordinated by Gary Akers, Director, FirstSouthwest, a division of Hilltop Securities, Inc., Financial Advisor to the County:

RBC Capital Markets LLC - Sr. Manager

Raymond James & Associates, Inc. - Co-Manager

Wells Fargo Bank NA Municipal Products Group - Co-Manager

BACKGROUND:

The Request for Proposals PD 16-17.012 for Investment Banking Services was advertised in the Pensacola News Journal on November 11, 2016. Notifications to Investment Banking Firms were completed by the Financial Advisor on November 11, 2016. On November 30, 2016 responses were received in the Office of Purchasing from ten firms. The firms were shortlisted by the Proposal Review committee on December 12, 2016 to six firms. On January 10 and January 11, 2017 presentations and questions and answer sessions were held with all six firms. The Proposal Review Committee selected three firms to manage the issuance of the bonds, one firm to be the Senior Manager for the issuance and two Co-Managers as advised by the Financial Advisor to the County. Upon approval of the selection, Gary Akers, Director, FirstSouthwest, a division of Hilltop Securities, Inc., Financial Advisor to the County, will begin working on the structuring of the bond issue.

BUDGETARY IMPACT:

Fees associated with the bond issuance will be recovered from the bond proceeds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts

IMPLEMENTATION/COORDINATION:

The bond issuance will be coordinated by Gary Akers, Director, FirstSouthwest, a division of Hilltop Securities Inc., Financial Advisor to the County.

,

Attachments

Register of Submitters

Shortlist Notice

Results


REGISTER OF PROPOSALS

Solicitation #PD 16-17.012– Escambia County, Florida Investment Banking Services

RFP due Date & Time: Wednesday, November 30, 2016 @ 2:00 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Citi Global Markets, Inc.	813-227-2057	kevin.dempsey@citi.com	Kevin Dempsey
RBC Capital Markets LLC	727-895-8871	julie.santamaria@rbbcm.com	Julie Santamaria
Raymond James & Assoc., Inc.	727-567-1101	Betsy-hedden-shafer@raymondjames.com	Betsy Hedden Shafer
Fifth Third Securities	312-704-4956	Aleks.granchalek@53.com	Alex Granchalek
Stifel, Nicolaus & Co., Inc.	407-956-6804	bugallo@stifel.com	Alex Bugallo
Fidelity Capital Markets	770-657-1215	eurial.bennett@fm.com	Eurial Bennett
J.P. Morgan Securities LLC	407-843-0624	Nathaniel.johnson@jpmorgan.com	Nathaniel Johnson
Cabrera Capital Markets	312-236-8888	bbking@cabrera.capital.com	Brian King
Bank of America	321-527-7816	Coleman.w.cordell@bank.com	Coleman Cordell
Wells Bank NA Municipal Fargo	727-953-1072	Michael.olliff@wellsfargo.com	J. Michael Olliff
SUBMITTALS RECEIVED BY: Claudia Simmons, Purchasing Manager DATE: Nov. 30, 2016			
SUBMITTALS NOTED BY: Lori Kistler, Senior Office Support Assistant DATE: Nov 30, 2016			

Wednesday 12/01/2016 @ 9:30am CST

 CS/lk



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
TELEFAX (850) 595-4805
<http://submittals.myescambia.com>

PUBLIC NOTICE

DESCRIPTION: INVESTMENT BANKING SERVICES
PD 16-17.012

DATE: January 10, 2017

TIME: All times Central Standard Time

9:00 -10:00 a.m. Bank of America
10:30 -11:30 a.m. Citi Global Markets Inc.
1:00-2:00 p.m. J. P. Morgan Securities LLC

DATE: January 11, 2017

TIME: All times Central Standard Time

9:00 -10:00 a.m. Raymond James & Assoc. Inc.
10:30 -11:30 a.m. RBC Capital Markets LLC
1:00 -2:00 p.m. Wells Bank NA Municipal Fargo

MEETING: Proposal Review/Selection Committee

PUROSE: Presentations by the Firms – 30 minutes each firm
Followed by Question and Answer period – 30 minutes

LOCATION: Office of Purchasing
Conference Room 11.407
213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg
Pensacola, FL 32502

FIRMS SHORTLISTED FOR FURTHER CONSIDERATION

BANK OF AMERICA
CITI GLOBAL MARKETS, INC.
J.P. MORGAN SECURITIES LLC
RAYMOND JAMES & ASSOC. INC.
RBC CAPTIAL MARKETS LLC
WELLS BANK NA MUNICIPAL FARGO



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd FLOOR – PENSACOLA, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
TELEFAX (850) 595-4805
<http://myescambia.com>

PUBLIC NOTICE

RESULTS

**DESCRIPTION: INVESTMENT BANKING SERVICES
PD 16-17.012**

DATE: January 11, 2017

TIME: 2:00 p.m., CST

MEETING: Proposal Review/Selection Committee

**LOCATION: Office of Purchasing
Conference Room 11.407
213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg
Pensacola, FL 32502**

Selected Firms:

RBC Capital Markets LLC	Sr. Manager
Raymond James & Assoc. Inc.	Co-Manager
Wells Fargo Bank NA Municipal Products Group	Co-Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11635

County Administrator's Report 9.1.

BCC Regular Meeting

Discussion

Meeting Date: 02/02/2017

Issue: Acquisition of Real Property For The Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

In accordance with Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, the Board either approve, via super-majority vote, or deny the following action regarding the acquisition of real property for the Bristol Park - Ashbury Hills Area Project:

A. Authorize the purchase of the following parcels in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (appraised value)
Tarbox, Richard & Maria	2703 Ashbury Lane (two parcels)	2.47 Acres	\$267,500
Hamilton, James & Barbara	2707 Ashbury Lane	0.94 Acres	\$235,000

B. Approve the Contracts for Sale and Purchase for the acquisitions of real property in the Bristol Park - Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute, subject to legal review and sign-off, any documents necessary to complete these acquisitions without further action of the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved for staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

The owners of these properties, located in Ashbury Hills Subdivision, along Eleven Mile Creek, are willing to accept the appraised value of their property.

In accordance with Section 46-139 of Escambia County Code of Ordinances, for property valued over \$250,000, a second appraisal is required. The two appraised values are \$265,000 and \$270,000, for the property owned by Mr. and Mrs. Tarbox, 2703 Ashbury Lane (2 parcels). They have accepted \$267,500, which is the average of those appraisals.

Mr. and Mrs. Hamilton, 2707 Ashbury Lane, accepted their appraised value of \$235,000.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (of which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value, therefore, a super-majority vote is required.

BUDGETARY IMPACT:

Fund 352 "LOST III", Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent for these purchases are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of these properties. The Contracts for Sale and Purchase were 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

Tarbox Contract

Tarbox Signed Offer Letter

Aerial Map - Tarbox

Appraisal Summary Tarbox

Hamilton Contract

Hamilton Signed Offer Letter

Aerial Map - Hamilton

Appraisal Summary Hamilton

FEMA Acquisition Checklist

BCC Dec 8 meeting

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between Richard James Tarbox and Marilu Pujalte Tarbox, f/k/a Maria L. Tarbox, husband and wife, whose address is 2703 Ashbury Lane, Cantonment, Florida 32533 (“Sellers”), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (“Buyer”).

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the “Property”) upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Two hundred sixty-seven Thousand, five hundred Dollars (\$267,500.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (“Effective Date”) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer’s opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer’s reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLER’S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC’S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner’s policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic’s liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller’s Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Richard James Tarbox & Marilu Pujalte Tarbox
2703 Ashbury Lane
Cantonment, Florida 32533

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey

and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: _____
Approved as to form and legal sufficiency

BCC Approved: _____

By/Title: Spencer F. Aut. County Atty
Date: Jan 27, 2017

Witness

SELLERS:

Kara Johnson
Print Name

Richard James Tarbox

Print Name

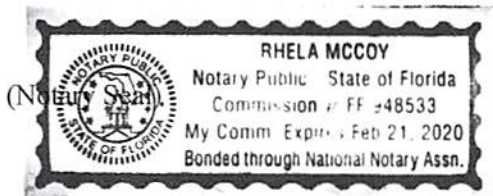
Date: 1/26/2017

Rhela McCoy
Witness

Rhela McCoy
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of January, 2017, by Richard James Tarbox. He is personally known to me; produced current FDL # T62-750-51-187-0 as identification.



Rhela McCoy
Signature of Notary Public
Rhela McCoy
Printed Name of Notary Public

Kara A

Witness

Kara Johnson

Print Name

Rhela McCoy

Witness

Rhela McCoy

Print Name

Marilyn Pujalte Tarbox

Marilyn Pujalte Tarbox

f/k/a: Maria L. Tarbox

Date: 1-26-2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of January, ~~2017~~ by Marilyn Pujalte Tarbox, f/k/a Maria L. Tarbox. She is personally known to me, produced current FL DL # T 612-555-56876-0 as identification.

Rhela McCoy

Signature of Notary Public

Rhela McCoy

Printed Name of Notary Public

(Notary Seal)

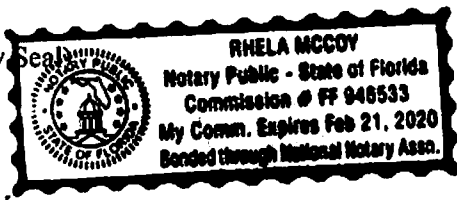
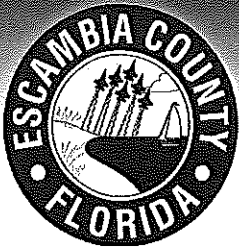


Exhibit "A"

**Lots 59 and 60, Ashbury Hills, according to the Plat thereof, recorded in
Plat Book 14 Page(s) 24 of the Public Records of Escambia County, Florida**



Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

January 19, 2017

Mr. and Mrs. Richard Tarbox
2703 Ashbury Lane
Cantonment, Florida 32533

RE: Proposed Purchase of Your Property Located at 2703 Ashbury Lane (two parcels)

To Whom It May Concern:

This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of your property located at 2703 Ashbury Lane, as shown on the enclosed Exhibit "A." Based on the Board of County Commissioner's policy, the County had two appraisals performed on your property and the average of the two appraisals is \$267,500.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - \$267,500

Conveyance of marketable title by Warranty Deed and subject to execution of a "Public Disclosure of Interest" document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller

- Ad valorem taxes and assessments (prorated)
- Cost to cure title/survey/environmental defects
- Seller's attorney fees and real estate commission (if any incurred)

County- Buyer

- Title search/examination
- Environmental audit
- Boundary Survey
- Recording of deed
- Documentary stamp taxes

Please note that this is only an offer letter. All contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

As you are aware, the purchase of your property is part of a FEMA funded grant. Acquisition of property for this grant will not only need to be consistent with Escambia County purchase procedures, but FEMA acquisition requirements as well. Appraisal(s) of your property were obtained and were based off of your house, on that day. There is a Salvage Policy that is part of the FEMA requirements, and it states:

“Once the first appraisal has been conducted on your property, you must consider that the purchase price is for the house “as is” at the time of the appraisal. Therefore you may not remove anything that is part of the home, such as light fixtures, doors, windows, air conditioning equipment, etc....”

Therefore, if you agree to sell your property, you will not be allowed to remove anything that is part of your home.

If you agree to the terms listed above, please sign below and return the letter to this office or if you would like to discuss this further, please provide it in writing and we will be glad to set up a meeting with you. Please remember that the selling of your property is strictly voluntary.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,



Stacey S. Ward
Interim Real Estate Acquisition Manager
Real Estate Division

Cc: Joy D. Blackmon, P.E., County Engineer

ACCEPTANCE

I have read the foregoing and would be willing to:

- a) Sell the property, located at 2703 Ashbury Lane, for \$267,500 depicted in Exhibit "A"; or
- b) I would like to set up a meeting to discuss the purchase of my property. I can be reached at (____) - ____ - _____

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

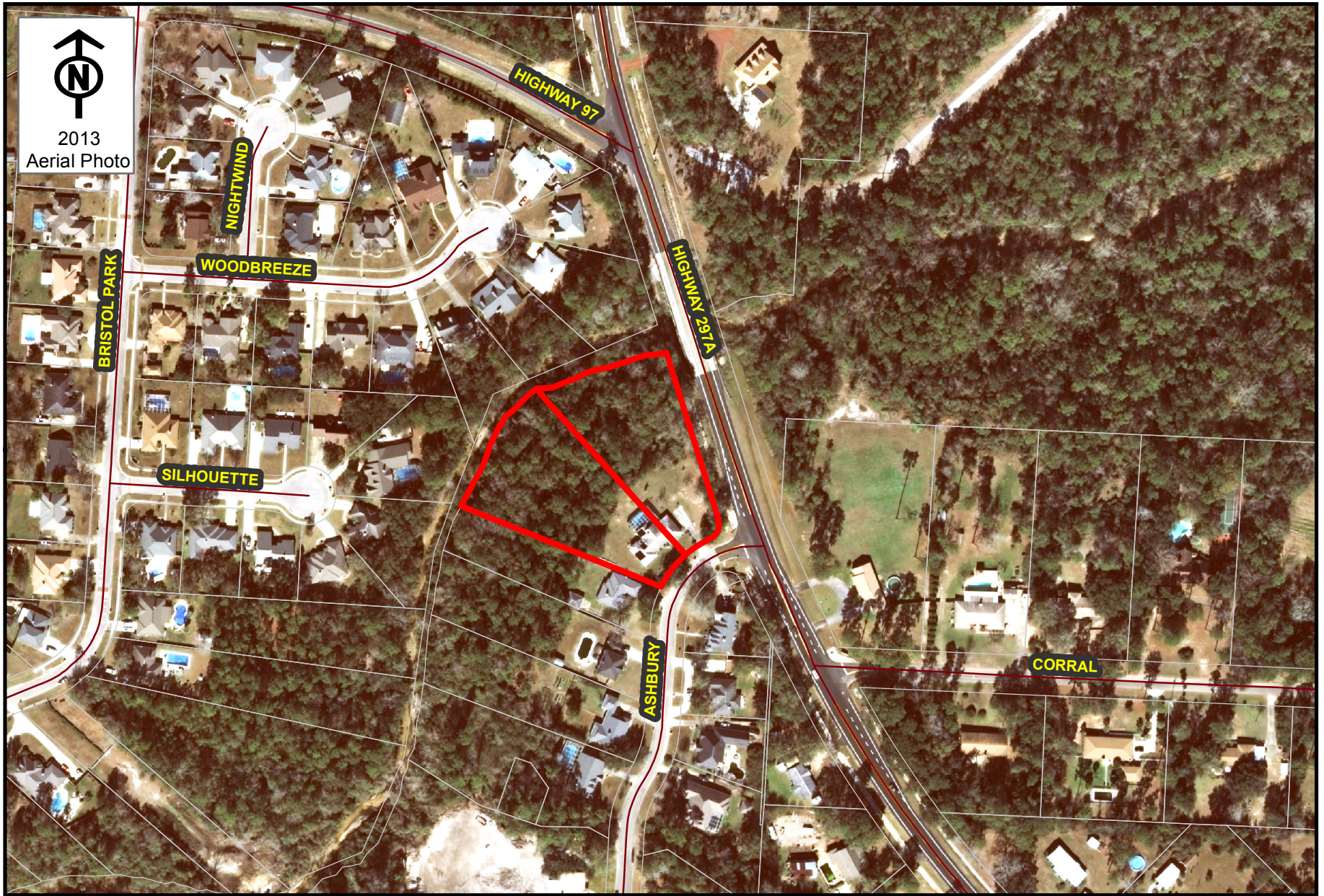
By: *RJP* *M. Tanbox*

Richard J. Tanbox Marilyn P. Tanbox
Print or Type Name

Title: _____

Date: 1/21/2017

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



2703 Ashbury Lane

BRANTLEY AND ASSOCIATES REAL ESTATE APPRAISAL CORP.
 POB 12505, Pensacola, Florida 32591
 850-433-5075 – shawnbrantley@brantleyassociates.com

MULTI-PURPOSE APPRAISAL FORM

September 8, 2016

TO INTENDED USER & CLIENT: Escambia County
 Attn.: Mrs. Kara Johnson, Real Estate Acquisition Manager
 ADDRESS: 3363 W. Park Place
 Pensacola, FL 32505
 PHONE NUMBER: 850-595-1882

REGARDING THE APPRAISAL OF:

Address:	2703 Ashbury Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8634
County:	Escambia	Effective Date of Value:	August 26, 2016
Tax Parcel #:	03-1S-31-1800-000-059	Date of Inspection:	August 26, 2016
Owner:	Richard J. and Maria L. Tarbox	Nature of Subject Property:	Single Family Dwelling
		Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 107,698 SF parcel improved with a detached 2,697 SF single-family residence.

Dear Sir or Madame:

At your request, we have inspected the above referenced property for the purpose of obtaining an opinion of its market value as of the effective date. By reason of our inspection and analysis, which is described in the accompanying appraisal report, we are of the opinion that the market value of the stated property rights in the subject property as of the effective date is:

FINAL VALUE OPINIONS

TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS
\$265,000

SUBJECT TO ASSUMPTIONS AND CONDITIONS


The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal, plus the following extraordinary assumptions and/or hypothetical conditions. The reader is alerted that the deployment of extraordinary assumptions or limiting conditions can significantly affect the value opinion.

EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS

1. The subject property is located in a platted subdivision and we were not provided with a survey. The plat map is vague in its description of the subject site and we have made our best efforts to accurately describe the subject property using information gleaned from the Escambia County Tax Assessor's office. We invoke an extraordinary assumption that the subject site exists as described in this analysis.
2. We are aware flooding issues have impacted the surrounding area including the subject property. Our value is predicated on the extraordinary assumption that the flooding issues that impacted the subject and surrounding area have been rectified.

We are attaching our appraisal analysis, which contains certain factual data and opinions formed in making the value estimate. This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

In order to minimize the expense of the appraisal, the client has requested the appraiser to limit the reporting to as brief of a format as possible and to limit the valuation procedures to only those necessary to produce a credible appraisal report sufficient for the intended use of the appraisal, which is for valuation purposes. Based upon the nature of the subject property and the comparable data available, the appraiser has selected the valuation techniques deployed in this document. Valuation techniques that are not used are grayed out.

 <p>AI Reports™ Form 100.04</p>	Client File #:	Appraisal File #:	RLTP17001Z-8
	<h1>Summary Appraisal Report • Residential</h1>		
	Appraisal Company: Fruitticher Lowery Appraisal Group		
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419		Fax: (850) 477-7931	Website:
Appraiser: Tim H. Philpot		Co-Appraiser: Rodger K. Lowery, MAI	
AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA	
AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate	
Other Professional Affiliation:		Other Professional Affiliation:	
E-mail: TPhilpot@Flag1.Net		E-mail: rlowery@Flag1.Net	
Client: Escambia County		Contact: Ms Stacey Ward	
Address: 3363 West Park Place, Pensacola, FL 32505			
Phone: 850-595-2415		Fax:	E-mail:
SUBJECT PROPERTY IDENTIFICATION			
Address: 2703 Ashbury Ln			
City: Cantonment	County: Escambia	State: FL	ZIP: 32533
Legal Description: Lots 59 & 60, Ashbury Hills (PB 14/PG 24)			
Tax Parcel #: 03-1S-31-1800-000-059 & 060		RE Taxes: 1,607	Tax Year: 2015
Use of the Real Estate As of the Date of Value:		Single Family Residential	
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential	
Opinion of highest and best use (if required):		Single Family Residential	
SUBJECT PROPERTY HISTORY			
Owner of Record: Richard J. & Maria L. Tarbox			
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		According to the Escambia County Property Appraiser's Office, there have been no sales of the subject property in the prior 3 years.	
Description and analysis of agreements of sale (contracts), listings, and options:		None noted.	
RECONCILIATIONS AND CONCLUSIONS			
Indication of Value by Sales Comparison Approach		\$ 270,000	
Indication of Value by Cost Approach		\$ N/A	
Indication of Value by Income Approach		\$ N/A	
Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The appraisers have reconciled the final estimate of market value at \$270,000 as of January 6, 2017.			
Opinion of Value as of: 01/04/2017		\$ 270,000	
Exposure Time: 3-6 Months			
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input checked="" type="checkbox"/> Extraordinary Assumptions cited on the following page.			

* **NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between James E. Hamilton and Barbara A. Hamilton, husband and wife, whose address is 2707 Ashbury Lane, Cantonment, Florida 32533 (“Sellers”), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (“Buyer”).

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the “Property”) upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2017.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Two hundred thirty-five Thousand Dollars (\$235,000.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (“Effective Date”) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer’s opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer’s reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLER’S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC’S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner’s policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic’s liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller’s Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

James E. Hamilton and Barbara A. Hamilton
2707 Ashbury Lane
Cantonment, Florida 32533

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey

and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

D. B. Underhill, Chairman

Deputy Clerk

Date: This document approved as to form and legal sufficiency.

BCC Approved:

By: Stacy S. Ward
Title: Asst. County Attorney
Date: Jan. 26, 2017

SELLERS:

[Signature]
Witness

James E. Hamilton
James E. Hamilton

A. Cooper Saunders
Print Name

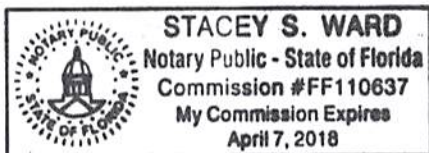
Date: 1/25/2017

Stacey S. Ward
Witness
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of January, 2017, by James E. Hamilton. He () is personally known to me, () produced current Drivers license as identification.

[Signature]
Signature of Notary Public
Stacey S. Ward



(Notary Seal)

Printed Name of Notary Public

A Cooper Saunders

Witness

A Cooper Saunders

Print Name

Stacey S. Ward

Witness

Stacey S. Ward

Print Name

Barbara A. Hamilton

Barbara A. Hamilton

Date: 1/25/2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of January, 2017, by Barbara A. Hamilton. She () is personally known to me, () produced current Drivers license as identification.

Stacey S. Ward

Signature of Notary Public

Stacey S. Ward

Printed Name of Notary Public

(Notary Seal)

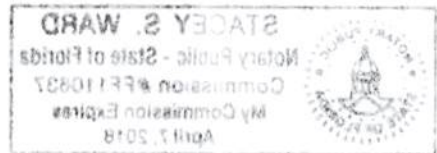
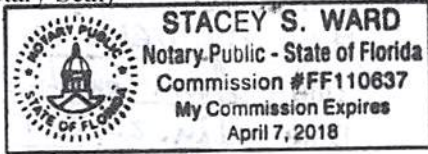


Exhibit "A"

Lot 57, Ashbury Hills, a portion of Section 3, Township 1 South, Range 31 West, according to the Plat thereof, recorded in Plat Book 14 Page(s) 24 of the Public Records of Escambia County, Florida

ACCEPTANCE

I have read the foregoing and would be willing to:

- a) Sell the property, located at 2707 Ashbury Lane, for the appraised value of \$235,000 depicted in Exhibit "A"; or
- b) I would like to set up a meeting to discuss the purchase of my property. I can be reached at (____) - _____ - _____

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By Barbara Hamilton

BARBARA HAMILTON
Print or Type Name

Title: _____

Date: 12/28/16

Bristol Park - Ashbury Hills



2013
Aerial Photo



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



2707 Ashbury Lane

BRANTLEY AND ASSOCIATES REAL ESTATE APPRAISAL CORP.
 POB 12505, Pensacola, Florida 32591
 850-433-5075 – shawnbrantley@brantleyassociates.com

MULTI-PURPOSE APPRAISAL FORM

November 15, 2016

TO INTENDED USER & CLIENT: Escambia County
 Attn.: Mrs. Stacey Ward, Interim Real Estate Acquisition Manager
 ADDRESS: 3363 W. Park Place
 Pensacola, FL 32505
 PHONE NUMBER: 850-595-1882

REGARDING THE APPRAISAL OF:

Address:	2707 Ashbury Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8691
County:	Escambia	Effective Date of Value:	November 2, 2016
Tax Parcel #:	03-1S-31-1800-000-057	Date of Inspection:	November 2, 2016
Owner:	James E. and Barbara A. Hamilton	Nature of Subject Property:	Single Family Dwelling
		Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 40,925 SF lot improved with a detached 2,283 SF single-family residence.

Dear Sir or Madam:

At your request, we have inspected the above referenced property for the purpose of obtaining an opinion of its market value as of the effective date. By reason of our inspection and analysis, which is described in the accompanying appraisal report, we are of the opinion that the market value of the stated property rights in the subject property as of the effective date is:

FINAL VALUE OPINIONS

TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS
\$235,000

SUBJECT TO ASSUMPTIONS AND CONDITIONS

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal, plus the following extraordinary assumptions and/or hypothetical conditions. The reader is alerted that the deployment of extraordinary assumptions or limiting conditions can significantly affect the value opinion.

EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS

1. The subject property is located in a platted subdivision and we were not provided with a survey. The plat map is vague in its description of the subject site and we have made our best efforts to accurately describe the subject property using information gleaned from the Escambia County Tax Assessor's office. We invoke an extraordinary assumption that the subject site exists as described in this analysis.
2. We are aware flooding issues have impacted the surrounding area including the subject property. Our value is predicated on the extraordinary assumption that the flooding issues that impacted the subject and surrounding area have been rectified.

We are attaching our appraisal analysis, which contains certain factual data and opinions formed in making the value estimate. This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

In order to minimize the expense of the appraisal, the client has requested the appraiser to limit the reporting to as brief of a format as possible and to limit the valuation procedures to only those necessary to produce a credible appraisal report sufficient for the intended use of the appraisal, which is for valuation purposes. Based upon the nature of the subject property and the comparable data available, the appraiser has selected the valuation techniques deployed in this document. Valuation techniques that are not used are grayed out.

SALE, OPTION, LISTING AND OFFER HISTORY

Comments The most recent arm's length transaction involving the subject property occurred on June 6, 2011 when James E. and Barbara A. Hamilton acquired the subject property from Donna S. Thornley for \$200,000 via a Warranty Deed recorded in OR Book 6739, Page 34. We do not give this prior transaction much consideration because it occurred many years ago.

FEMA HAZARD MITIGATION GRANT PROGRAM HOMEOWNER ACQUISITION FACT SHEET

A potential funding opportunity known as the Hazard Mitigation Grant Program (HGMP) is offered by the Federal Emergency Management Agency (FEMA). A primary purpose of this program is to initiate and help fund homeowner acquisitions for homes that are vulnerable to future damages from flooding.

This homeowner fact sheet provides a series of common steps that will take you through the acquisition process, if you continue with this mitigation opportunity. Remember, this is a voluntary action and you can decide whether you want to participate or not.

COMMON STEPS



FINISHED!

* The days identified represent an average for a typical project

Step One: Homeowner Forms

Declaration & Release Form and Statement of Voluntary Participation Form

You will need to complete two forms to show that you are an eligible recipient of the grant funds, and that you are doing all of this as a willing seller. The County representative will go over these forms with you at the appropriate time.

Duplication of Benefits Form

If the federal government has given you any disaster assistance money for the repair of your damaged structure these dollars may need to be subtracted from the final purchase price for your home. Types of funding included as benefits may include SBA loans, flood insurance claims, emergency repair grants, or FEMA disaster housing funds. You will need to complete a form to document any potential Duplication of Benefits. An analysis of your federal assistance history will determine whether this may impact your final offer.

Hazardous Materials Survey Form

You will need to complete and sign a Hazardous Materials Survey Form. This is so that the County can be aware of any potential environmental or health issues on your property. Examples of this might include an underground oil tank, asbestos siding on your house, or lead paint on walls. These types of materials will not prevent the purchase of your home, but must be "cleaned up" before the transaction can be processed. It is possible that the cost for this clean-up may reduce the final offer for purchase.

Step Two: Appraisal, Title Search, and Survey

Appraisal

The County will conduct a title search and appraisal of your property at no cost. A Uniform Residential Appraisal form will be completed by a licensed real estate appraiser and you will be able to review a copy of this once completed. This will determine the fair market value of your home and will give the County a starting place to discuss the final purchase offer with you. Someone from the County will call you to set up an appointment for this purpose. Once the appraisal process has been completed the salvage policy (see below) will apply and you may not remove anything that is part of the home.

Salvage Policy

Once the first appraisal has been conducted on your property, you must consider that the purchase price is for the house "as is" at the time of the appraisal. Therefore you may not remove anything that is a part of the home, such as light fixtures, doors, windows, air conditioning equipment, etc. If you feel that you need to remove something from the home before the appraisal is conducted, please speak with your County representative. Once your specified items have been removed, the home will be appraised at a potentially lower rate depending upon the exact circumstances.

Step Two: Appraisal, Title Search, and Survey (continued)

Title Search

The County will conduct a title search for each property to ensure that the owner selling the property is also the titleholder and the title is clear at the time of sale. A clear title means there are no mortgages or liens outstanding at the time of sale. The final offer for your home will not include outstanding mortgages or liens on the property. Any outstanding mortgages or liens are solely your responsibility.

Survey

A survey will be conducted to ensure the house is within the property borders, whether there are any encroachments on the property by neighbors and the extent to which any easements on the property may affect legal title.

Step Three: Begin Purchase Offer Discussion

After the appraisal, title search, and survey have been conducted the County may make you an offer to purchase your property. This offer will be in the form of a certified letter and will include a purchase price for clear title to the property, a statement that the acquisition is voluntary, and an explanation of the property owner's right to appeal. If the offer is made to an owner of a rental property, the County will notify the tenants that they may be eligible for relocation assistance.

Appeals Process

If you believe that the fair market value of your home as shown on the appraisal report is not adequate, you may appeal this to the County. The appeal process includes a second appraisal of your home. You will be responsible for the cost of the second appraisal. The County will split the difference of the initial appraisal and second appraisal to determine the fair market value of your home. The County may then make you another offer to purchase your property.

Rental Properties

If you are renting your property to a tenant, they are eligible for relocation assistance through the Uniform Relocation Assistance (URA) program which provides federal assistance and compensation for relocating. Tenants will be given at least 90 days' notice before they are required to move and at least one, but up to three, comparable replacement dwelling units will be identified for them. In addition, they are eligible for relocation services, rental assistance payment, and financial assistance to help them move successfully.

Step Four: Accept/Decline the Offer

At this point, you must decide whether or not to sell your property for the purchase offer the County has offered. If you accept the County's offer, the acquisition process will proceed. If you reject the offer, the negotiations will cease. If your property is a rental, as soon as you accept the County's offer to purchase, immediately notify the tenants that they will automatically be eligible for relocation assistance.

Step Five: Schedule Closing

If you have accepted the purchase offer, the County will work with you to schedule a closing time that is convenient for both parties. It is important to consider when you or your tenants will be able to vacate the property, as the property must be vacant by the closing date.

Step Six: Conduct Closing

The County will pay fair and reasonable costs associated with real-estate closing, including the costs of title transfer, recording fees, transfer taxes, and evidence of title and legal description. You will be responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due property taxes.

How will this affect my local property taxes?

Your local county property taxes will be pro-rated upon the sale of your property, and any taxes that you have paid which cover the period beyond the closing date will be returned to you once the sale transaction is completed.

When will demolition occur?

Within 90 days of the closing on your home, the building will be demolished and removed, and the lot will be cleared of all man-made infrastructure such as below ground tanks, septic or sewer systems, electrical appurtenances, sidewalks and driveway. The land will be returned to a natural state and will remain so forever under a restricted deed.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11636

County Administrator's Report 9.2.

BCC Regular Meeting

Discussion

Meeting Date: 02/02/2017

Issue: Acquisition of Real Property Located at 2709 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 2709 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property located at 2709 Ashbury Lane, for the Bristol Park - Ashbury Hills Area Project, from Keith and Cathleen Samuels, for the average of County's appraised value of \$185,000 and the owner's provided appraisal of \$189,500 which equals \$187,250;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.97 acres) located at 2709 Ashbury Lane, from Keith and Cathleen Samuels, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved for staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

Mr. and Mrs. Samuels are willing to sell their property, located at 2709 Ashbury Lane, in

Ashbury Hills Subdivision along Eleven Mile Creek.

Escambia County had an appraisal performed on this property valued at \$185,000. The property owners have provided their own appraisal which revealed a value of \$189,500. The average of the two appraisals is \$187,250.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the County's appraisal if they believe the fair market value of their home is not adequate. The appeal process does include a second appraisal for their home at their expense. The County will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the property, after which the County may make another offer.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement.

BUDGETARY IMPACT:

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595] Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be drafted by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

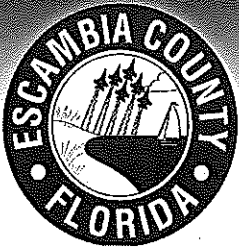
Attachments

Returned Offer Letter - Samuels

Map

Appraisal Summary - County Provided

Appraisal Summary - Owner Provided



Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

December 19, 2016

Mr. and Mrs. Keith Samuels
2456 Carthage Court
Cantonment, Florida 32533

RE: Proposed Purchase of Your Property Located at 2709 Ashbury Lane

To Whom It May Concern:

This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of your property located at 2709 Ashbury Lane, as shown on the enclosed Exhibit "A." Based on the Board of County Commissioner's policy, the County had an appraisal performed for your property, which gave a value of \$185,000.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - ~~\$185,000~~

187,250 KS
QL

Conveyance of marketable title by Warranty Deed and subject to execution of a "Public Disclosure of Interest" document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller

- Ad valorem taxes and assessments (prorated)
- Cost to cure title/survey/environmental defects
- Seller's attorney fees and real estate commission (if any incurred)

County- Buyer

- Title search/examination
- Environmental audit
- Boundary Survey
- Recording of deed
- Documentary stamp taxes

Please note that this is only an offer letter. All contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

As you are aware, the purchase of your property is part of a FEMA funded grant. Acquisition of property for this grant will not only need to be consistent with Escambia County purchase procedures, but FEMA acquisition requirements as well. Appraisal(s) of your property were obtained and were based off of your house, on that day. There is a Salvage Policy that is part of the FEMA requirements, and it states:

“Once the first appraisal has been conducted on your property, you must consider that the purchase price is for the house “as is” at the time of the appraisal. Therefore you may not remove anything that is part of the home, such as light fixtures, doors, windows, air conditioning equipment, etc....”

Therefore, if you agree to sell your property, you will not be allowed to remove anything that is part of your home.

If you agree to the terms listed above, please sign below and return the letter to this office or if you would like to discuss this further, please provide it in writing and we will be glad to set up a meeting with you. Please remember that the selling of your property is strictly voluntary.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,



Stacey S. Ward
Interim Real Estate Acquisition Manager
Real Estate Division

Cc: Joy D. Blackmon, P.E., County Engineer

ACCEPTANCE

I have read the foregoing and would be willing to:

- a) Sell the property, located at 2709 Ashbury Lane, for the appraised value of ~~\$185,000~~ depicted in Exhibit "A"; or
 \$187,250 *RS Q*
- b) I would like to set up a meeting to discuss the purchase of my property. I can be reached at (____) - ____ - _____

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By:

Keith T. Samuels
Cathleen H. Samuels

Print or Type Name

Title: *Trustees*

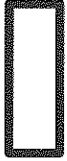
Date: *1-8-17*

cell: 850-375-4866

Bristol Park - Ashbury Hills



2709 Ashbury Lane



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



2709 Ashbury Lane

Uniform Residential Appraisal Report

SEM
File No. 16140Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT	Property Address 2709 Ashbury Lane	City Cantonment	State FL	Zip Code 32533	
	Borrower N/A	Owner of Public Record Samuels Living Trust	County Escambia		
	Legal Description Lt 56, Ashbury Hills, PB 14, P 24, OR 3526, P 918, OR 7479, P 1308				
	Assessor's Parcel # 03-1S-31-1800-000-056	Tax Year 2015	R.E. Taxes \$ 1,341.53		
	Neighborhood Name Ashbury Hills	Map Reference Z8	Census Tract 37860-12-033-0036.12		
	Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$ None	<input type="checkbox"/> PUD	HOA \$ 150.00	<input checked="" type="checkbox"/> per year <input type="checkbox"/> per month
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)				
	Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Current market value determination				
	Lender/Client Escambia County, Engineering Dept Address 3363 W. Park Place, Pensacola, FL 32505				
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

CONTRACT	I <input type="checkbox"/> did <input checked="" type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A			
	Contract Price \$ N/A	Date of Contract N/A	Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)	
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No			

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %			
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %			
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	60 Low	New	Multi-Family	5 %			
Neighborhood Boundaries Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north, Beulah Road to west		500 High	55	Commercial	15 %			
Neighborhood Description See Attached Addendum		190 Pred.	10-15	Other vacant	35 %			

Market Conditions (including support for the above conclusions) **Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject neighborhood have been stable to slightly increasing during the last 24 to 30 months. This is supported by per unit price indications from closed sales transactions.**

Dimensions Undetermined	Area 0.9673 Acres	Shape Rectangular	View Interior
Specific Zoning Classification MDR	Zoning Description Medium density residential, per Escambia County		
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.		

SITE	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>
	FEMA Special Flood Hazard Area	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FEMA Flood Zone AE	FEMA Map # 12033C0290G	FEMA Map Date 9/29/2006	Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.		

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe. **We are aware that there have been two flooding events in the subject neighborhood during the last 28 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.**

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Unknown	Floors	Carpet&Lam/Gd		
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl/Good	Walls	DW/Good		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0.0000 sq. ft.	Roof Surface	DimenShingles/Gd	Trim/Finish	Wood/Good		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	Gutters & Downspouts	Yes/Good	Bath Floor	CermTile/Good		
Design (Style) Traditional	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Dbl-Pane/Good	Bath Wainscot	CT&Fiber/Good		
Year Built 1993	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	None	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 10	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes	<input checked="" type="checkbox"/> Driveway	# of Cars 2		
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> WoodStove(s) #	Driveway Surface	Concrete		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other HtPmp Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence	<input checked="" type="checkbox"/> Garage	# of Cars 2		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch Two Cvr	<input type="checkbox"/> Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Other Sprinkler	<input type="checkbox"/> Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in		
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
Finished area above grade contains: 7 Rooms 3 Bedrooms 2 Bath(s) 1,854 Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.) Polymer-coated driveway/sidewalks, double-pane windows, bay windows, crown molding, some ceiling fans.							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.							

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.	
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.	

Uniform Residential Appraisal Report

SEM
File No. 16140Z8

There are **3** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ **164,900** to \$ **199,999**.
There are **1** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **168,000** to \$ **168,000**.

SALES COMPARISON APPROACH

FEATURE	SUBJECT			COMPARABLE SALE NO. 1			COMPARABLE SALE NO. 2			COMPARABLE SALE NO. 3											
2709 Ashbury Lane Address Cantonment				2140 Jarrod Drive Cantonment			2551 Southern Oaks Drive Cantonment			2569 Southern Oaks Drive Cantonment											
Proximity to Subject				1 mile west			4.7 miles northeast			4.7 miles northeast											
Sale Price	\$ N/A			\$ 170,000			\$ 182,900			\$ 169,500											
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.			\$ 89.85 sq. ft.			\$ 88.19 sq. ft.			\$ 95.49 sq. ft.											
Data Source(s)	Inspection			Closed MLS #493561			Closed MLS #482042			Closed MLS #500117											
Verification Source(s)				Public records			Public records			Public records											
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+(-) \$ Adjustment			DESCRIPTION			+(-) \$ Adjustment								
Sale or Financing Concessions	Conventional None			Cash, FHA None						Conventional None			Conventional None								
Date of Sale/Time	N/A			01/15/2016						06/23/2016			07/08/2016								
Location	Ashbury Hills			Bristol Creek						Forest Creek			Forest Creek								
Leasehold/Fee Simple	Fee Simple			Fee Simple						Fee Simple			Fee Simple								
Site	0.9673 Acres			0.21 Acres			6,000			0.28 Acres			6,000								
View	Interior			Interior						Interior			Interior								
Design (Style)	Traditional			Traditional						Traditional			Traditional								
Quality of Construction	Average			Average						Average			Average								
Actual Age	+/-23 Years			+/-20 Years						+/-21 Years			+/-22 Years								
Condition	Good			Good						Good			Good								
Above Grade Room Count	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths						
	7	3	2	7	3	2	7	4	3	-1,500	7	3	2								
Gross Living Area	50.95 1,854 sq. ft.			1,892 sq. ft.			-1,900			2,074 sq. ft.			-11,200			1,775 sq. ft.			4,000		
Basement & Finished Rooms Below Grade	0 0			0 0						0 0			0 0								
Functional Utility	Typical			Typical						Typical			Typical								
Heating/Cooling	HtPmp C/Air			HtPmp C/Air						HtPmp C/Air			HtPmp C/Air								
Energy Efficient Items	Typical			Typical						Typical			Typical								
Garage/Carport	2 Car Garage			2 Car Garage						2 Car Garage			2 Car Garage								
Porch/Patio/Deck	Porches			Porch, Patio			3,500			Porch, Patio			3,500			Porch, Patio			3,500		
Fireplace	1 F/P			None			1,100			1 F/P			None			1,100					
Site Imprvments	Fence, Sprinkler			Fence, Sprnklr						Partial Fence			3,000			Fence, Sprnklr					
Yard Building	None			None						None			Yard Bldg			-1,500					
Net Adjustment (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 8,700			<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ 200			<input checked="" type="checkbox"/> + <input type="checkbox"/> -			\$ 13,100		
Adjusted Sale Price of Comparables				Net Adj. 5.1%						Net Adj. -0.1%						Net Adj. 7.7%					
				Gross Adj. 7.4%			\$ 178,700			Gross Adj. 13.8%			\$ 182,700			Gross Adj. 9.5%			\$ 182,600		

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) **Public records, PARMLS, Metro Market Trends**

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) **Public records, PARMLS, Metro Market Trends**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)				
Effective Date of Data Source(s)				

Analysis of prior sale or transfer history of the subject property and comparable sales **N/A**

Summary of Sales Comparison Approach. The sold properties bracket the subject for size, are of contemporary age as the subject, and are in similar condition as the subject. The subject site is considered to be overall superior to each of the site's of the comparable properties. All comparables require adjustment for improvement size with Sale Two also requiring adjustment for its third bathroom. The subject porches are superior to each of the sales. Sales One and Three lack fireplaces. Sale Two only has partial fencing. Sale Three has a yard building.

Following consideration of all adjustments, the sales indicate a market value range for the subject property between about \$178,700 and \$182,700 with a mean of \$181,333, a median of \$182,600, and a standard deviation of \$2,281. With consideration to all available information, it is our opinion that the sales comparison approach indicates a current market value of \$181,000 for the subject property.

Indicated Value by Sales Comparison Approach \$ **181,000**

Indicated Value by: Sales Comparison Approach \$ **181,000** Cost Approach (if developed) \$ **192,754** Income Approach (if developed) \$ _____

The indication from the cost approach sets the upper limit to value. This is not unusual, particularly with new construction or recently renovated improvements. With the subject property being recently renovated, we give weight to both indications of value in estimating the current market value of the subject property as \$185,000.

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: _____

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **185,000** as of **October 3, 2016**, which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File # C161210

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2709 Ashbury Ln City Cantonment State FL Zip Code 32533
 Borrower Keith & Cathleen Samuels Owner of Public Record Keith & Cathleen Samuels (Trustees)* County Escambia
 Legal Description Lt 56 Ashbury Hills Pb 14 P 24 or 3526 P 918 or 7479 P 1308 *for Samuels living trust
 Assessor's Parcel # 03-1S-31-1800-000-056 Tax Year 2016 R.E. Taxes \$ 2,107.92
 Neighborhood Name Pine Forest Map Reference 32533 Census Tract 0036.12
 Occupant Owner Tenant Vacant Special Assessments \$ 125.33 PUD HOA \$ 150 per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe) **Special Assessments are for Fire Safety; and is part of property tax.**
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) Market Value for possible future sale.
 Lender/Client Keith & Cathleen Samuels Address 2456 Carthage Court, Cantonment, FL 32533
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). The subject property has not been listed through the Pensacola Association of Realtors.

CONTRACT

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. There are no contracts pending which are known to the appraiser.
 Contract Price \$ Not a Sale Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %			
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	72 %	
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	1 %	
Growth	<input type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	100	Low	0	Multi-Family	0 %
Neighborhood Boundaries	Kingsfield Road to the north, 9 mile road to the south, Highway 29 to the east and mobile highway to the west						350	High	50	Commercial	2 %	
Neighborhood Description	The subject is located in north Pensacola and is considered to be moderately convenient to area military installations, employment centers, health care/educational facilities, shopping centers & recreational facilities. There are a variety of home types in the area ranging from mobile homes and modest bungalows to larger sized homes on larger lots.						220	Pred.	30	Other	25 %	

Market Conditions (including support for the above conclusions) Market conditions appear to be improving; sales prices have been increasing and inventory has been decreasing, while days on the market are under 3 months. The ratio of list to sales price has been around 97% which indicates a healthy market

SITE

Dimensions 69.68 +33.47x395.32x48+118.98x372.9 Area 42,136 sf Shape Rectangular View Street Scene
 Specific Zoning Classification MDR Zoning Description Medium Density Residential Single Family
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe The subject home was flooded during a period of heavy rainfall due to the rising of a creek which passes behind the subject property.
 Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity Below Ground Water Public Street Asphalt
 Gas Public Sanitary Sewer Public Alley None
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone AE FEMA Map # 12033C-0290G FEMA Map Date 09/29/2006
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
 The subject site is sloped and below street grade, landscaping is mature and well maintained. I have reviewed county plat maps on line for easements. I have not done a title search for recorded easements/encroachments and other apparent adverse conditions. No survey was provided. Site dimensions were taken from the Escambia County Property Appraiser's website. **Note: under Present Land Use - "Other" is Vacant land & /or parks**

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete Slab/A	Floors	Crpt, Tile/N
# of Stories 1.0	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl Lap/A	Walls	Painted Drywall/N
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Dimensional Shingle/N	Trim/Finish	Painted Wood/N
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminum/A	Bath Floor	Ceramic Tile/N
Design (Style) ModRanch	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Aluminum Dbl Pane/A	Bath Wainscot	Ceramic Tile/A
Year Built 1993	Evidence of <input type="checkbox"/> Infestation <input type="checkbox"/> None/Noted	Storm Sash/Insulated	Insulated/A	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 5	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	1/2 Screens/A	<input checked="" type="checkbox"/> Driveway	# of Cars 2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Picket	<input checked="" type="checkbox"/> Garage	# of Cars 2
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Covrd	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport	# of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other Spklr Sys	<input type="checkbox"/> Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe) Solid Surface Counter Tops
 Finished area above grade contains: 7 Rooms 3 Bedrooms 2 Bath(s) 1,851 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.). 5 paddle fans, insulated doors and windows, large wrap around covered front porch, covered patio, sprinkler system for lawn irrigation, partial fencing consisting of picket fence and wood privacy fencing.
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). as a result of flooding caused by heavy rains in 2014 the home has been rebuilt on the inside having new drywall/ painting, new flooring, a new kitchen which includes cabinets, solid surface counter tops with tile back splash and new appliances. all flooring throughout the home appears to be new which include carpeting and ceramic tile. All of the electrical outlets were replaced, Raised hearth gas fireplace. The home also has 30 year dimensional shingles (2013), several windows and exterior doors were replaced, etc. the above is a partial list of repairs and replacements.
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
 As mentioned above the subject property flooded as a result of an abnormal rain storm which dropped some 22 inches of rain in a 24 hour period. The excess rain caused a creek crossing the rear boundary of the property to rise enough to flood the subject home causing substantial damage.
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # C161210

There are 22 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 151,900 to \$ 214,500		There are 62 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 150,000 to \$ 215,000			
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	2709 Ashbury Ln Cantonment, FL 32533	10061 Bristol Park Rd Cantonment, FL 32533	10201 Bristol Park Rd Cantonment, FL 32533	3214 Samantha Dr Cantonment, FL 32533	
Proximity to Subject		0.29 miles W	0.20 miles NW	1.00 miles NE	
Sale Price	\$ Not a Sale	\$ 215,000	\$ 184,000	\$ 158,500	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 96.67 sq.ft.	\$ 102.22 sq.ft.	\$ 93.02 sq.ft.	
Data Source(s)		MLS 501041; DOM 86	MLS 507478; DOM 9	MLS 487830; DOM 333	
Verification Source(s)		MLS/Public Records	MLS/Public Records	MLS/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		Arms Length		Arms Length	
Concessions		Conventional/None		Conventional/None	
Date of Sale/Time		09/06/2016		12/07/2016	
Location	Interior/A	Interior/A		Interior/A	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	42,136 sf	15,189 sf		11,221 sf	+5,000
View	Street Scene	Street Scene		Street Scene	
Design (Style)	ModRanch	ModRanch		ModRanch	
Quality of Construction	Good	Good		Good	
Actual Age	A-23 E-5	A-26 E-5	0	A-27 E-5	0
Condition	Above Average	Above Average		Above Average	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	7 3 2	8 4 2		7 3 2	
Gross Living Area	1,851 sq.ft.	2,224 sq.ft.	-20,500	1,800 sq.ft.	+2,800
Basement & Finished	0	0		0	
Rooms Below Grade	0	0		0	
Functional Utility	Typical	Typical		Typical	
Heating/Cooling	Central Electric	Central Electric		Central Electric	
Energy Efficient Items	InsulatedDrs&wind	InsulatedDrs&wind		InsulatedDrs&wind	
Garage/Carport	Det 2 Car Gar	2 Car Gar	0	2 Car Gar	0
Porch/Patio/Deck	LgCovPch./CovPat	LgCovPch./ScrnPat	-900	CovEntry,OpnPat	+2,000
Kitchen Equipment	O/R,Dw,Mw,SSCt	RefO/R,Dw,Mw,Gran	-1,800	Ref,O/R,Dw,Gran	-1,000
Other Amenities/FP	FP,Crpt/Tile	FP,Crpt/WdLam	0	FP,Tile,WdLam	0
Yard Improvements	Fence,SpklrSys	PrvFence,Shed	0	PrvFence	+1,500
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -23,200		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,300	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 27,800
Adjusted Sale Price of Comparables		Net Adj. 10.8 % Gross Adj. 10.8 % \$ 191,800		Net Adj. 2.9 % Gross Adj. 4.0 % \$ 189,300	Net Adj. 17.5 % Gross Adj. 17.5 % \$ 186,300

SALES COMPARISON APPROACH

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Escambia County Public Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Escambia County Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Escambia County Public Rec.	Escambia County Public Rec.	Escambia County Public Rec.	Escambia County Public Rec.
Effective Date of Data Source(s)	12/21/2016	12/26/2016	12/26/2016	12/26/2016

Analysis of prior sale or transfer history of the subject property and comparable sales Neither The subject nor any of the comparables has had a title transfer within the above prescribed time frames.

I have not previously appraised the subject property nor acted in any other capacity concerning the subject property.

Summary of Sales Comparison Approach All of the above sales are located within the subject's market area and all are believed to be similar to the subject in terms of construction quality and amenities offered. I have attempted to bracket the subject in terms of size, effective age and construction quality. Adjustments for lot value are based on a comparison of the estimated value of the sold lot to the estimated value of the subject lot and not on the lot size. Gross living area was adjusted at \$55.00 per square foot for differences greater than 50 square feet. Sales #1 & #2; like the subject, have been completely renovated after the floods caused by a freak rain storm in 2014. These two homes were exposed on the open market and were sold as "arms length" sales. Their sales prices were similar to other sales in the area which were not affected by the flooding. Sale #3 is a newer home but with a higher effective age which has had no significant updating.

Indicated Value by Sales Comparison Approach \$ 189,500

Indicated Value by: Sales Comparison Approach \$ 189,500 Cost Approach (if developed) \$ Income Approach (if developed) \$

Only the market approach was utilized inasmuch as this approach to value satisfies the requirements set forth in USPAP Standards Rule 1-4 with regard to producing credible assignment results. Approximately equal weight was accorded each adjusted sale in the final value conclusion.

RECONCILIATION

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 189,500 , as of 12/21/2016 , which is the date of inspection and the effective date of this appraisal.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11657

County Administrator's Report 9. 3.

BCC Regular Meeting

Discussion

Meeting Date: 02/02/2017

Issue: Acquisition of Real Property Located at 3010 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 3010 Ashbury Lane for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property, located at 3010 Ashbury Lane, for the Bristol Park - Ashbury Hills Area Project, from John and Sheri Paul Life Estate, for the average of the County's appraisal and the owner-provided appraisal, for an offer price of \$257,450;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.90 acres) located at 3010 Ashbury Lane, from John and Sheri Paul Life Estate, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved for staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

John and Sheri Paul Life Estate, owners of 3010 Ashbury Lane, located in Ashbury Hills Subdivision and along Eleven Mile Creek, are willing to sell their property.

Escambia County had an appraisal performed on this property and was valued at \$261,000. The property owners have provided their own appraisal valued at \$253,900. The average of the County's appraisal and the owner-provided appraisal is \$257,450.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the County's appraisal if they believe the fair market value of their home is not adequate. The appeal process does include a second appraisal for their property at their expense. The County will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the home, after which the County may make another offer.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement

BUDGETARY IMPACT:

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be drafted by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Map Paul Property

Appraisal - County

Appraisal Summary - Owner Provided

BCC Dec 8 meeting

Bristol Park - Ashbury Hills




ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5



3010 Ashbury Lane

 <p>AI Reports™ Form 100.04</p>	Client File #:	Appraisal File #:	RLTP007Z-8
	<h1>Summary Appraisal Report • Residential</h1>		
	Appraisal Company: Fruitticher Lowery Appraisal Group		
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419		Fax: (850) 477-7931	Website:
Appraiser: Tim H. Philpot		Co-Appraiser: Rodger K. Lowery, MAI	
AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA	
AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate	
Other Professional Affiliation: State Certified Residential Appraiser		Other Professional Affiliation: State Certified General Appraiser	
E-mail: TPhilpot@Flag1.Net		E-mail: rlowery@Flag1.Net	
Client: Escambia County		Contact: Ms. Stacey Ward	
Address: 3363 West Park Place, Pensacola, FL 32505			
Phone: 850-595-2415		Fax:	E-mail:
SUBJECT PROPERTY IDENTIFICATION			
Address: 3010 Ashbury Ln			
City: Cantonment		County: Escambia	State: FL ZIP: 32533
Legal Description: Lot 35, Ashbury Hills (OR Book 6355/PG 1531)			
Tax Parcel #: 03-1S-31-1180-000-035		RE Taxes: 1,785	Tax Year: 2015
Use of the Real Estate As of the Date of Value:		Single Family Residential	
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential	
Opinion of highest and best use (if required):		Single Family Residential	
SUBJECT PROPERTY HISTORY			
Owner of Record: John E. & Sheri J. Paul-Life Estate			
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		According to the Escambia County Property Appraiser's Office, there have been no sales of the subject property in the prior 3 years.	
Description and analysis of agreements of sale (contracts), listings, and options:		None noted.	
RECONCILIATIONS AND CONCLUSIONS			
Indication of Value by Sales Comparison Approach		\$ 261,000	
Indication of Value by Cost Approach		\$ N/A	
Indication of Value by Income Approach		\$ N/A	
Final Reconciliation of the Methods and Approaches to Value:		The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The appraisers have reconciled the final estimate of market value at \$261,000 as of January 17, 2017.	
Opinion of Value as of: 01/17/2017		\$ 261,000	
Exposure Time: 3-6 Months			
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input checked="" type="checkbox"/> Extraordinary Assumptions cited on the following page.			

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Uniform Residential Appraisal Report

File # C161203

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 3010 Ashbury Ln City Cantonment State FL Zip Code 32533
Borrower Owner of Public Record John Paul, et. al. County Escambia
Legal Description Lt 25 Ashbury Hills Pb 14 P 24 or 4697 P333 or 6355 P 1531
Assessor's Parcel # 03-1S-31-1800-000-035 Tax Year 2016 R.E. Taxes \$ 1,785.56
Neighborhood Name Pine Forest Map Reference 32533 Census Tract 0036.12
Occupant [X] Owner [] Tenant [] Vacant Special Assessments \$ 125.33 [X] PUD HOA \$ 150 [X] per year [] per month
Property Rights Appraised [X] Fee Simple [] Leasehold [] Other (describe) Special Assessments are for Fire Safety; and is part of property tax.
Assignment Type [] Purchase Transaction [] Refinance Transaction [X] Other (describe) Market Value for possible future sale.
Lender/Client John Paul Address 3010 Ashbury Lane, Cantonment, FL 32533
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [] Yes [X] No
Report data source(s) used, offering price(s), and date(s). The subject property has not been listed through the Pensacola Association of Realtors.

CONTRACT

I [] did [] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. There are no contracts pending which are known to the appraiser.
Contract Price \$ No Sale Date of Contract Is the property seller the owner of public record? [] Yes [] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [] Yes [] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood Characteristics One-Unit Housing Trends One-Unit Housing Present Land Use %
Location [] Urban [X] Suburban [] Rural Property Values [X] Increasing [] Stable [] Declining PRICE AGE One-Unit 72 %
Built-Up [] Over 75% [X] 25-75% [] Under 25% Demand/Supply [] Shortage [X] In Balance [] Over Supply \$ (000) (yrs) 2-4 Unit 1 %
Growth [] Rapid [] Stable [X] Slow Marketing Time [X] Under 3 mths [] 3-6 mths [] Over 6 mths 100 Low 0 Multi-Family 0 %
Neighborhood Boundaries Kingsfield Road to the north, 9 mile road to the south, Highway 29 to the east 350 High 50 Commercial 2 %
and mobile highway to the west 220 Pred. 30 Other 25 %
Neighborhood Description The subject is located in north Pensacola and is considered to be moderately convenient to area military installations, employment centers, health care/educational facilities, shopping centers & recreational facilities. There are a variety of home types in the area ranging from mobile homes and modest bungalows to larger sized homes on larger lots.
Market Conditions (including support for the above conclusions) Market conditions appear to be improving; sales prices have been increasing and inventory has been decreasing, while days on the market are under 3 months. The ratio of list to sales price has been around 97% which indicates a healthy market

SITE

Dimensions 47.85x189.53x340x365.9 Area 39,248 sf Shape Irregular (cul-de-Sac) View Street Scene/Forest
Specific Zoning Classification MDR Zoning Description Medium Density Residential Single Family
Zoning Compliance [X] Legal [] Legal Nonconforming (Grandfathered Use) [] No Zoning [] Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [] No If No, describe The current use is legally permissible, financially feasible, and maximally productive. Highest and best use is as developed.
Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
Electricity [X] [] Below Ground Water [X] [] Public Street Asphalt [X] []
Gas [] [] None Sanitary Sewer [X] [] Public Alley None [] []
FEMA Special Flood Hazard Area [X] Yes [] No FEMA Flood Zone AE FEMA Map # 12033C-0290G FEMA Map Date 09/29/2006
Are the utilities and off-site improvements typical for the market area? [X] Yes [] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [] Yes [X] No If Yes, describe
The subject site is sloped and below street grade, landscaping is mature and well maintained. I have reviewed county plat maps on line for easements. I have not done a title search for recorded easements/encroachments and other apparent adverse conditions. No survey was provided. Site dimensions were taken from the Escambia County Property Appraiser's website. Note: under Present Land Use -"Other" is Vacant land & /or parks.

IMPROVEMENTS

General Description Foundation Exterior Description materials/condition Interior materials/condition
Units [X] One [] One with Accessory Unit [X] Concrete Slab [X] Crawl Space Foundation Walls Pier and Beam/A Floors Oak, CrptA
of Stories 1.5 [] Full Basement [] Partial Basement Exterior Walls Hardy Plank/A Walls Painted Drywall/A
Type [X] Det. [] Att. [] S-Det./End Unit Basement Area 0 sq.ft. Roof Surface Dimensional Shingle/A Trim/Finish Painted Wood/A
[X] Existing [] Proposed [] Under Const. Basement Finish 0 % Gutters & Downspouts Aluminum/A Bath Floor Ceramic Tile/A
Design (Style) Traditional [] Outside Entry/Exit [] Sump Pump Window Type Aluminum Sgl Pane/A Bath Wainscot CeramicTile/Fiberglas
Year Built 1994 Evidence of [] Infestation NoneNoted Storm Sash/Insulated Storm Windows/A Car Storage [] None
Effective Age (Yrs) 12 [] Dampness [] Settlement Screens 1/2 Screens/A [X] Driveway # of Cars 2
Attic [] None Heating [X] FWA [] HWBB [] Radiant Amenities [] Woodstove(s) # 0 Driveway Surface Concrete
[] Drop Stair [] Stairs [] Other Fuel Electric [X] Fireplace(s) # 1 [] Fence None [X] Garage # of Cars 2
[] Floor [X] Scuttle Cooling [X] Central Air Conditioning [X] Patio/Deck Deck [X] Porch Covered [] Carport # of Cars 0
[] Finished [] Heated [] Individual [] Other [] Pool None [X] Other Spklr Sys [] Att. [X] Det. [] Built-in
Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [] Washer/Dryer [X] Other (describe) Solid Surface Counter Tops
Finished area above grade contains: 9 Rooms 3 Bedrooms 3 Bath(s) 2,922 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). 5 paddle fans, jetted tub, insulated doors and windows, covered front porch, open/screened deck, sprinkler system for lawn irrigation, koi pond.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject home is 22 years old with an estimated effective age of 12 years. The property has been well maintained and shows normal wear & tear.
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [] Yes [X] No If Yes, describe
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [] No If No, describe
Although the value of the subject exceeds the market area's predominant value, it is not believed to be an over improvement for its location within an "upscale" subdivision.

Uniform Residential Appraisal Report

File # C161203

There are 6 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 269,900 to \$ 323,000		There are 10 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 234,000 to \$ 315,000			
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	3010 Ashbury Ln Cantonment, FL 32533	2382 Ursula Lane Cantonment, FL 32533	7570 Hayfield Circle Cantonment, FL 32533	8425 Alta Vista Drive Cantonment, FL 32533	
Proximity to Subject		3.19 miles SE	4.24 miles SW	1.64 miles S	
Sale Price	\$ No Sale	\$ 248,800	\$ 257,500	\$ 345,500	
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 82.93 sq.ft.	\$ 91.96 sq.ft.	\$ 114.82 sq.ft.	
Data Source(s)		MLS 500829 DOM 10	MLS 501399 DOM 151	MLS 503361 DOM 41	
Verification Source(s)		MLS/Public Records	MLS/Public Records	MLS/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Arms Length VA/None		Arms Length VA/None	
Date of Sale/Time		09/09/2016		11/30/2016	
Location	Cul-de-Sac/A	Interior/A		Interior/A	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple	
Site	39,248 sf	32,670 sf	+5,000	15,520 sf	0
View	St Scene/Forest	Street Scene	0	Street Scene	0
Design (Style)	Traditional	Ranch	0	Ranch	0
Quality of Construction	Above Average	Above Average		Above Average	
Actual Age	A-22 E-12	A-16 E-12		A-13 E-8	-8,000
Condition	Above Average	Average	+5,000	Above Average	
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	9 3 3	10 4 3	0	10 4 2.5	+2,000
Gross Living Area	2,922 sq.ft.	3,000 sq.ft.	-3,100	2,800 sq.ft.	+4,900
Basement & Finished Rooms Below Grade	0	0		0	0
Functional Utility	Typical	Typical		Typical	
Heating/Cooling	Central Electric	Central Electric		Cent Gas/Electric	0
Energy Efficient Items	InsulatedDrs&wind	InsulatedDrs&wind	-800	InsulatedDrs&wind	-800
Garage/Carport	Det 2gar 2dw	2Gar,Det1Gar	0	Att 2Gar	+4,350
Porch/Patio/Deck	CovPch,ScrnDeck	CovPch,SunRoom	-2,000	CovPch,SunRoom	-2,000
Kitchen Equipment	Ref,O/r,Dw,Mw,SSct	Ref,O/R,Dw,	+2,000	Ref,O/R,Dw,	+2,000
Other Amenities/FP	FP,WPTub,OakFlrs	Oak/TileFlrs	+3,200	FP,Oak/TileFlrs	+1,200
Yard Improvements	Koi Pond,Spklr	Pool,Spklr,Shed	-12,000	PrvFnc,Spklr,Shed	-4,500
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-2,700	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-850
Adjusted Sale Price of Comparables		Net Adj. 1.1 % Gross Adj. 13.3 %	\$ 246,100	Net Adj. 0.3 % Gross Adj. 11.6 %	\$ 256,650
				Net Adj. 25.1 % Gross Adj. 27.5 %	\$ 258,900

SALES COMPARISON APPROACH

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Escambia County Public Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Escambia County Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Escambia County Public Rec.	Escambia County Public Rec.	Escambia County Public Rec.	Escambia County Public Rec.
Effective Date of Data Source(s)	12/05/2016	12/05/2016	12/05/2016	12/05/2016

Analysis of prior sale or transfer history of the subject property and comparable sales Neither The subject nor any of the above comparables has had a title transfer within the above prescribed time frames.

I have not previously appraised the subject property nor acted in any other capacity concerning the subject property.

Summary of Sales Comparison Approach Due to a paucity of meaningful sales in proximity to the subject it was necessary to expand the search area beyond recommended parameters. Adjustments for site value are based on a comparison of the estimated land value of the sold property to the estimated land value of the subject property and not on the size of the site. Adjustments for age are based on effective age rather than actual age inasmuch as the subject and all of the sales have been updated to some degree. Gross living area was adjusted at \$40.00 per square foot for differences greater than 50 square feet. Garages were adjusted at \$15.00 per square foot for differences greater than 25 square feet. Other adjustments were for porches, patios, decks, kitchen finish/appliances, and yard improvements. The adjustments to sale #3 exceed recommended parameters due to the presence of the guest house.

Indicated Value by Sales Comparison Approach \$ 253,900

Indicated Value by: Sales Comparison Approach \$ 253,900 Cost Approach (if developed) \$ Income Approach (if developed) \$

Only the market approach was utilized inasmuch as this approach to value satisfies the requirements set forth in USPAP Standards Rule 1-4 with regard to producing credible assignment results. Approximately equal weight was accorded each adjusted sale in the final value conclusion.

RECONCILIATION

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 253,900 , as of 12/06/2016 , which is the date of inspection and the effective date of this appraisal.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11659

County Administrator's Report 9. 4.

BCC Regular Meeting

Discussion

Meeting Date: 02/02/2017

Issue: Acquisition of Real Property Located at 10020 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 10020 Bristol Park Road for the Bristol Park - Ashbury Hills Area Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. The purchase of real property located at 10020 Bristol Park Road, for the Bristol Park - Ashbury Hills Area Project, from Terry and Eulaine Hedges, for the average of the County's appraisal with the owner-provided appraisal for an offer price of \$236,700;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.75 acres) located at 10020 Bristol Park Road, from Terry and Eulaine Hedges, and bring the executed Contract back before the Board; and

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

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved for staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

Escambia County had an appraisal performed on this property valued at \$223,000. The property owners have provided their own appraisal valued at \$250,400. The average of

the County appraisal and the owner-provided appraisal is \$236,700.

Mr. and Mrs. Hedges are willing to sell their property that is located in Bristol Park Subdivision along Eleven Mile Creek.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the County's appraisal if they believe the fair market value of their home is not adequate. The appeal process does include a second appraisal for their home at their expense. The County will then split the difference of the initial appraisal and second appraisal to determine the fair market value of the home, after which the County may make another offer.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement

BUDGETARY IMPACT:

[Funding Source: Fund 352, "LOST III," Cost Center 210120, Object Code 56101, Project #16EN3595]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be drafted by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Returned Offer Letter - Hedges

Map - Hedges Parcel

Appraisal - County

Appraisal - Owner Provided

BCC Dec 8 meeting

ACCEPTANCE

I have read the foregoing and would be willing to:

- a) Sell the property, located at 10020 Bristol Park Road, for the appraised value of \$223,000 depicted in Exhibit "A"; or
- b) I would like to set up a meeting to discuss the purchase of my property. I can be reached at (850) - 324-5561 or 850-478-3317

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: Terry Hedges

Terry Hedges
Print or Type Name

Title: owner

Date: 12/28/16

Bristol Park - Ashbury Hills



2013
Aerial Photo



ESCAMBIA COUNTY
ENGINEERING DIVISION
SSW 12/2016 DISTRICT 5



10020 Bristol Park Road

Uniform Residential Appraisal Report

SEM
File No. 16151Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	10020 Bristol Park Road	City	Cantonment	State	FL	Zip Code	32533
Borrower	N/A	Owner of Public Record	Terry L. & Eulaine P. Hedges		County	Escambia	
Legal Description	Lt 9, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 7546, P 1656						
Assessor's Parcel #	03-1S-31-1500-009-003	Tax Year	2015	R.E. Taxes \$	1,859.77		
Neighborhood Name	Bristol Park	Map Reference	Z8	Census Tract	37860-12-033-0036.12		
Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	None	<input type="checkbox"/> PUD	HOA \$	50.00	<input checked="" type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Current market value determination						
Lender/Client	Escambia County, Engineering Dept Address 3363 W. Park Place, Pensacola, FL 32505						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Report data source(s) used, offering price(s), and date(s).	Pensacola Association or Realtor Multiple Listing Service (PARMLS); offered for \$229,000, starting 1/21/2016; sold 6/23/2016 for \$223,000.						

CONTRACT	I <input type="checkbox"/> did <input checked="" type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A
	Contract Price \$ N/A Date of Contract N/A Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %
Built-Up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	60 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north, Beulah Road to west			500 High	55	Commercial	15 %
Neighborhood Description	See Attached Addendum			190 Pred.	10-15	Other vacant	35 %

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject neighborhood have been stable to slightly increasing during the last 24 to 30 months. This is supported by per unit price indications from closed sales transactions.

Dimensions	Undetermined	Area	0.7482 Acres	Shape	Wedge	View	Interior
Specific Zoning Classification	MDR	Zoning Description	Medium density residential, per Escambia County				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)						
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.						

SITE	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>
	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input type="checkbox"/> No	FEMA Flood Zone	undetermined	FEMA Map #	12033C0290G	FEMA Map Date	9/29/2006
	Are the utilities and off-site improvements typical for the market area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.						
	Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 28 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.						

GENERAL DESCRIPTION	FOUNDATION	EXTERIOR DESCRIPTION	materials/condition	INTERIOR	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Unknown	Floors	CrptLamCT/Gd
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Masonry/Avg	Walls	DW/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0.0000 sq. ft.	Roof Surface	FauxTileComp/Avg	Trim/Finish	Wood/Good
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts	No	Bath Floor	CermTile/Good
Design (Style) Traditional	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Vinyl/Good	Bath Wainscot	CT&Fiber/Good
Year Built 1992	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	None	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 10	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes	<input checked="" type="checkbox"/> Driveway # of Cars	2
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> WoodStove(s) #	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other HtPmp Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Partial	<input checked="" type="checkbox"/> Garage # of Cars	2
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck ScrnL	<input checked="" type="checkbox"/> Porch	<input type="checkbox"/> Carport # of Cars	
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Other Sprinkler	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in	
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area above grade contains:	8 Rooms	3 Bedrooms	2 Bath(s)	2,352 Square Feet of Gross Living Area Above Grade	
Additional features (special energy efficient items, etc.)	Storm shutters, granite countertops, oversized windows, wood-burning fireplace, high ceiling in living room, tray ceiling in master bedroom, jacuzzi tub, ceiling fans, sound system, yard building, gazebo, newly poured driveway.				
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.)	Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.				

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, describe.
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If No, describe.

Uniform Residential Appraisal Report

SEM
File No. 16151Z8

There are **0** comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ _____ to \$ _____
 There are **5** comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ **198,000** to \$ **223,000**

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
10020 Bristol Park Road Address Cantonment		655 Mohegan Circle Cantonment		697 Mohegan Circle Cantonment		2513 Marple Way Cantonment	
Proximity to Subject		3.5 miles north		3.5 miles north		0.75 mile north	
Sale Price	\$ N/A	\$ 233,500		\$ 247,500		\$ 227,500	
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 98.11 sq. ft.		\$ 95.19 sq. ft.		\$ 90.85 sq. ft.	
Data Source(s)	Inspection	Closed MLS #497491		Closed MLS #492059		Closed MLS #479911	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions	Conventional None	Conventional None		VA None		VA None	
Date of Sale/Time	N/A	07/29/2016		07/12/2016		07/24/2015	
Location	Bristol Park	Indian Lake		Indian Lake		Glenmoor Trail	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.7482 Acres	0.47 Acres		0.23 Acres		0.30 Acres	
View	Interior	Interior		Interior		Interior	
Design (Style)	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	24+/- Years	+/-3 Years		+/-4 Years		+/-13 Years	
Condition	Good	Very Good	-9,500	Very Good	-9,500	Good	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	8 3 2	8 4 3	-3,000	8 4 2.5		8 4 3	-3,000
Gross Living Area	55.23 2,352 sq. ft.	2,380 sq. ft.	-1,500	2,600 sq. ft.	-13,700	2,504 sq. ft.	-8,400
Basement & Finished Rooms Below Grade	0 0	0 0		0 0		0 0	
Functional Utility	Typical	Typical		Typical		Typical	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		2 Car Garage	
Porch/Patio/Deck	Porch,ScrnLanai	Porch,Cvrd Patio		Porch, Patio	2,000	ScrnPorch,Patio	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	PrtFence,Sprnklr	Fence, Sprnklr	-1,000	PrtFence,Sprnklr		Fence, Sprnklr	-1,000
Other	YrdBldg,Gazebo	None	4,000	Yard Bldg	2,000	None	4,000
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 11,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 19,200	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 8,400
Adjusted Sale Price of Comparables		Net Adj. -4.7% Gross Adj. 8.1%	\$ 222,500	Net Adj. -7.8% Gross Adj. 11.0%	\$ 228,300	Net Adj. -3.7% Gross Adj. 7.2%	\$ 219,100

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) **Public records, PARMLS, Metro Market Trends**

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) **Public records, PARMLS, Metro Market Trends**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	06/23/2016			
Price of Prior Sale/Transfer	\$223,000			
Data Source(s)	Buyer, public records			
Effective Date of Data Source(s)	Current			

Analysis of prior sale or transfer history of the subject property and comparable sales **The subject property was purchased by the Hedges on June 23, 2016.**

Summary of Sales Comparison Approach. **See Attached Addendum**

Indicated Value by Sales Comparison Approach \$ **223,000**

Indicated Value by: Sales Comparison Approach \$223,000 Cost Approach (if developed) \$ _____ Income Approach (if developed) \$ _____
See Attached Addendum

RECONCILIATION

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: _____

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **223,000** as of **November 5, 2016**, which is the date of inspection and the effective date of this appraisal.

December 5, 2016

RE: Appraisal: 10020 Bristol Park Road, Cantonment FL 32533

Owners: Terry & Eulaine Hedges

Dear Sirs,

I am writing in regard to the above referenced property appraisal, which I have discussed with Commissioner Steven Barry.

At Commissioner Barry's recommendation, I had my appraiser come out and reappraise our home. As you can see, his appraisal, dated December 3, 2016, came in at \$250,400, which does not include closing costs of \$12,773.00 and moving expenses of \$1,500.00 we incurred when we purchased the property in June of this year. Had any information about Eleven Mile Creek and Escambia County wanting to purchase the referenced property been publicly disclosed, we would have never considered moving to this location.

With having to now relocate, we will have to absorb moving expenses and closing costs. Therefore, taking our appraisal amount of \$250,400 into consideration, along with closing costs and moving expenses, we are presenting what we feel is a fair and reasonable price of \$264,673.00 before any litigation is considered.

Sincerely,

Terry & Eulaine Hedges

Borrower	NA		File No.	0010349	
Property Address	10020 Bristol Park Rd				
City	Cantonment	County	Escambia	State	FL
Lender/Client				Zip Code	32533

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Uniform Residential Appraisal Report

16VS33257
File # 0010349

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 10020 Bristol Park Rd **City** Cantonment **State** FL **Zip Code** 32533
Borrower NA **Owner of Public Record** Terry L & Eulaine P Hedges **County** Escambia

Legal Description LT 9 BLK C BRISTOL PARK UNIT II PB 14 P 20 OR 4751 P 1205 OR 6654 P 1975
Assessor's Parcel # 031S31150009003 **Tax Year** 2016 **R.E. Taxes \$** 1,794
Neighborhood Name BRISTOL PARK **Map Reference** 37860 **Census Tract** 0036.12

Occupant Owner Tenant Vacant **Special Assessments \$** 0 PUD **HOA \$** 0 per year per month

Property Rights Appraised Fee Simple Leasehold Other (describe)

Assignment Type Purchase Transaction Refinance Transaction Other (describe) To ascertain market value

Lender/Client _____ **Address** _____

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offering price(s), and date(s). DOM 85;Pensacola Board of Realtors Multiple Listing Service MLS#493594 229,000. Sale Price 223,000

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; The subject is an Arms length sale; The contract price appears to be the agreed upon price for real estate only without any other valuable considerations.

Contract Price \$ _____ **Date of Contract** _____ **Is the property seller the owner of public record?** Yes No **Data Source(s)** Contract/PubRecords

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	82 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	1 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	75	Low	Multi-Family	9 %		
Neighborhood Boundaries To the north Kingsfield Rd, to the east Hwy 29, to the south Interstate I-10 and to the west Florida Alabama State line.		350	High	Commercial	8 %		
Neighborhood Description The neighborhood is close to schools, work, shopping, military bases and major access roads.		225	Pred.	Other	%		

Market Conditions (including support for the above conclusions) The market mirrors the market conditions addendum form. There have been few short sales or foreclosure over the past 12 months within the subjects market area. Short sales and foreclosure have had no effect on the subjects market area.

Dimensions 102x307.88x136x366.82 **Area** 32591 sf **Shape** Rectangle **View** N,Res;

Specific Zoning Classification MDR **Zoning Description** Medium Density Residential

Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities **Public** **Other (describe)** **Public** **Other (describe)** **Off-site Improvements - Type** **Public** **Private**

Electricity Water Street Asphalt

Gas Sanitary Sewer Alley None

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X500 FEMA Map # 12033C0290G FEMA Map Date 09/29/2006

Are the utilities and off-site improvements typical for the market area? Yes No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Frame/Wood/Good	Floors	CarpetTileWd/Good
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Brick Veneer/Good	Walls	Sheetrock/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Good	Trim/Finish	Wood/Good
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Alu/Good	Bath Floor	Tile/Good
Design (Style) Contemp	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Double Pane/Good	Bath Wainscot	None
Year Built 1992	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Storm Sash/Good	Car Storage	# of Cars 2
Effective Age (Yrs) 5	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Mesh/Good	Driveway	# of Cars 2
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other <input type="checkbox"/> Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Wd/Good	<input checked="" type="checkbox"/> Garage	# of Cars 2
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Conc	<input checked="" type="checkbox"/> Porch Concrete	<input type="checkbox"/> Carport	# of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other Gazebo	<input checked="" type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)

Finished area above grade contains: 9 Rooms 3 Bedrooms 2.0 Bath(s) 2,359 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) Double Pane windows and ceiling fans.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3:Kitchen-remodeled-less than one year ago;Bathrooms-remodeled-less than one year ago;Subject is in new condition as the subject has recently completed a full renovation of the interior. No repairs needed.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

16VS33257
File # 0010349

There are <input type="checkbox"/> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0		There are <input type="checkbox"/> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 171,400 to \$ 275,000	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	10020 Bristol Park Rd Cantonment, FL 32533	10070 Bristol Park Rd Cantonment, FL 32533	9970 Bristol Park Rd Cantonment, FL 32533
Proximity to Subject		0.10 miles NE	0.10 miles S
Sale Price		\$ 220,000	\$ 198,000
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 88.96 sq.ft.	\$ 86.80 sq.ft.
Data Source(s)		PARMLS#494386;DOM 6	PARMLS#502595;DOM 76
Verification Source(s)		Tax Records, deed, ext inspection	Tax Records, deed, ext inspection
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment
Sales or Financing		ArmlLth	ArmlLth
Concessions		Cash;0	FHA;0
Date of Sale/Time		s03/16;c02/16	s10/16;c09/16 +19,800
Location	N;Creek;	N;Creek;	N;Creek;
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	32591 sf	28453 sf +3,000	39204 sf
View	N;Res;	N;Res;	N;Res;
Design (Style)	DT1;Contemp	DT1;Contemp	DT1;Contemp
Quality of Construction	Q3	Q3	Q3
Actual Age	24	19	26
Condition	C3	C3	C3
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	9 3 2.0	9 4 2.0	10 4 2.0
Gross Living Area	2,359 sq.ft.	2,473 sq.ft. -8,000	2,281 sq.ft. +5,500
Basement & Finished Rooms Below Grade	0sf	0sf	0sf
Functional Utility	Good	Good	Good
Heating/Cooling	FWA/CAC	FWA/CAC	FWA/CAC
Energy Efficient Items	Dbl P windows	Dbl P windows	Dbl P windows
Garage/Carport	2ga2dw	2ga2dw	2ga2dw
Porch/Patio/Deck	Prch/ScrCvPto	Porch/Deck +6,000	Porch/Patio +4,000
Fence/Fire Place	Fnce/FirePlace	Fnce/FirePlace	Fnce/FirePlace
Gazebo/Storage Building	Gzebo/StBldg	Work Shop 0	None +8,000
Stormshutters & Alu tile shingles	StrmShtr/AIShn	None +14,000	None +14,000
Net Adjustment (Total)		\$ 15,000	\$ 51,300
Adjusted Sale Price of Comparables		Net Adj. 6.8 % Gross Adj. 14.1 % \$ 235,000	Net Adj. 25.9 % Gross Adj. 25.9 % \$ 249,300

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data Source(s) County Property Appraiser, County Tax Assessor and Pensacola Realtors Multiple Listing Service.

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data Source(s) County Property Appraiser, County Tax Assessor and Pensacola Realtors Multiple Listing Service.

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	06/26/2016			
Price of Prior Sale/Transfer	\$223,000			
Data Source(s)	PARMLS/Deed/Tax Record	PARMLS/Deed/Tax Record	PARMLS/Deed/Tax Record	PARMLS/Deed/Tax Record
Effective Date of Data Source(s)	11/30/2016	11/30/2016	11/30/2016	11/30/2016

Analysis of prior sale or transfer history of the subject property and comparable sales There were prior sales of the subject within the past 3 years and no sales of the comps within the past 1 year.

Summary of Sales Comparison Approach Equal weight was given to all comps.

Indicated Value by Sales Comparison Approach \$ 250,400

Indicated Value by: Sales Comparison Approach \$ 250,400 Cost Approach (if developed) \$ 254,173 Income Approach (if developed) \$

There was insufficient data for the income approach. The appraiser gave all weight to the market approach.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 250,400 , as of 11/30/2016 , which is the date of inspection and the effective date of this appraisal.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):
 - A. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;
 - B. Authorize staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);
 - C. Request modified Grant Agreement, allowing use of funds for purposes of construction;
 - D. Authorize staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;
 - E. Authorize staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and
 - F. Authorize staff to prepare contracts for consideration and final approval by the Board.

Approved 5-0, Items A through F

Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11639 **County Attorney's Report** **9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 02/02/2017
Issue: Scheduling an Attorney/Client Session on February 16, 2017 to Discuss Pending Litigation
From: Charles Pepler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on February 16, 2017 at 3:00 p.m. to Discuss Pending Litigation in the Case of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957

That the Board take the following action:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for February 16, 2017 at 3:00 p.m.; and
- B. Approve the public notice issued below to be published in the *Pensacola News Journal* on Saturday, February 4, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Ernest Wulzer and Rebecca Wulzer v. Escambia County, FL, Case No. 2004 CA 001431 and Ernest C. Wulzer, et al. v. Escambia County, Case No. 2014 CA 000957, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, February 16, 2017 at 3:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Pepler, 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-11594 **County Attorney's Report** **9. 2.**
BCC Regular Meeting **Action**

Meeting Date: 02/02/2017

Issue: Scheduling an Attorney/Client Session on February 16, 2017 to Discuss Pending Litigation

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on February 16, 2017 at 3:30 p.m. to Discuss Pending Litigation in the Case of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al. (all plaintiffs in above case), Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida

That the Board take the following action:

- A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Florida Statutes. for February 16, 2017 at 3:30 p.m.; and
- B. Approve the public notice issued below to be published in the Pensacola News Journal on Saturday, February 4, 2017.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the cases of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc. and Escambia County, Florida, Case No.: 2015 CA 000722, Escambia County Circuit Court; Bitco National Insurance Co., et al. v. A.E. New, Jr., Inc., Escambia County, Florida, et al. (all plaintiffs in above case), Case No.: 3:15-cv-00444-MCR/CJK, U.S. District Court, Northern District of Florida, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 3:30 p.m., on Thursday, February 16, 2017, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Douglas B. Underhill, Jeff Bergosh, Lumon J. May, Grover C. Robinson, IV, Steven L. Barry, County Administrator Jack Brown, County

Attorney Alison P. Rogers, Lawson Hester, Attorney representing Escambia County in Case No. 2015 CA 000722, Charles V. Peppler, Deputy County Attorney, attorney representing Escambia County in Case No. 3:15-cv-00444-MCR/CJK and providing legal advice as party representative in Case No. 2015 CA 000722 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-11683

County Attorney's Report 9.3.

BCC Regular Meeting

Action

Meeting Date: 02/02/2017

Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Emergency Ordinance 2015-53 Economic Ad Valorem for Daily Convo, L.L.C.

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Emergency Ordinance 2015-53 Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

That the Board authorize the scheduling of a Public Hearing for February 16, 2017, at 5:34 p.m. for consideration of adopting an Ordinance to amend Emergency Ordinance 2015-53 establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C.

BACKGROUND:

On November 24, 2015, Daily Convo, L.L.C., submitted an application as a new business by virtue of being located in an enterprise zone and requested that the Board enact an Ordinance granting an Economic Ad Valorem Tax Exemption (EDATE) for all improvements to real property and tangible personal property located at 101 East Romana Street. By Board action on December 10, 2015, the Board of County Commissioners adopted *Emergency Ordinance 2015-53* establishing an Economic Ad Valorem Tax Exemption for Daily Convo, L.L.C., providing a 100% exemption for a ten year term.

In this case, Daily Convo, L.L.C., applied for an EDATE before the anticipated completion of the improvements for which the exemption was sought due to the upcoming repeal of the Enterprise Zone Act, which expired on December 31, 2015.

Daily Convo L.L.C. has requested an amendment to the previously enacted Emergency Ordinance to provide for a ten year term to commence upon the first year the improvements are completed and placed on the ad valorem tax roll.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

No file(s) attached.
